

*Notice of Meeting and Agenda*  
*June 18, 2024*

**Special, 6/18/2024 10:30:00 AM**

BE IT REMEMBERED that on June 18, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Laurie Leister - Chief Deputy County Clerk

When the following proceedings were had and orders made, to-wit:

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Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Cary Erickson, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
June 18, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **June 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

**9:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding pending or contemplated litigation.**

**9:15 am – Workshop to hear presentation from Texas Family Care Network on services provided to Jefferson County region as contracted by State.**

**9:45 am – Workshop to discuss new law “Combination and Consolidation of Precincts” SB 924.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the**

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**Commissioner's Court meeting.**

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

**Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two**

**PURCHASING:**

- (a).Receive and file bids for Invitation for Bid (IFB 24-013/JW) Pest Control Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 233

**Motion by: Sinegal**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b).Receive and file bids for Invitation for Bid (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 234 - 507

**Motion by: Sinegal**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c).Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (RFP 23-052/MR), Janitorial Services for Jefferson County. This amendment will reduce service to Tuesday and Friday for the Mid-County Office Building, located at 7759 Viterbo Rd., Beaumont, TX 77627 at a rate of \$200.00 per week, the Mid-County Tax Office, located at 4605 Jerry Ware Dr., Beaumont, Texas 77705 at a rate of \$125.00 per week and for the Hampshire Building, located at 19217 FM 365, Beaumont, TX 77705 at a rate of \$150.00 per week for services 2 days per week effective July 1, 2024 with Southeast Texas Building Service, Inc.

SEE ATTACHMENTS ON PAGES 508 - 508

**Action: TABLED**

- (d).Consider and approve, execute, receive and file an agreement (Agreement 24-035/MR) with Southwest Building Systems for Emergency Management Office Audio/Video System for a cost of \$76,962.00; in accordance with Region 5 Contract 20230702. Funded by Port Security Grant.

SEE ATTACHMENTS ON PAGES 509 - 512



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**Motion by: Sinegal**  
**Second by: Arnold**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (e). Consider and approve, execute, receive and file an agreement (Agreement 24-036/DC) with Thomson Reuters (Westlaw) for a West Proflex online subscription for the Jefferson County District Attorney's Office access in accordance with DIR-LGL-CALIR-02. This one-year agreement (effective: July 1, 2024 – June 30, 2025) will be for a total monthly cost of \$3,392.94.

SEE ATTACHMENTS ON PAGES 513 - 515

**Motion by: Sinegal**  
**Second by: Arnold**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (f). Consider and approve, execute, receive and file an agreement (Agreement 24-037/DC) with Thomson Reuters (Westlaw) for a West Proflex online subscription for Law Library Patron access in accordance with DIR-LGL-CALIR-02. This one-year agreement (effective: July 1, 2024 – June 30, 2025) will be for a total monthly cost of \$2,249.48 to include (2) two user computer kiosks located in the Law Library.

SEE ATTACHMENTS ON PAGES 516 - 519

**Motion by: Sinegal**  
**Second by: Arnold**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (g). Consider and approve, execute, receive and file Change Order #1 to Job Order Contract (JOC 24-011/MR) Modifications for Temporary EOC with Daniels Building & Construction, Inc. in the amount of \$12,766.44 for the removal and replacement of flooring bringing the total amount from \$51,915.00 to \$64,681.44. Funded by Port Security Grant.

SEE ATTACHMENTS ON PAGES 520 - 521

**Motion by: Sinegal**  
**Second by: Arnold**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

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- (h). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152(3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 522 - 525

**Motion by: Sinegal**  
**Second by: Arnold**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Sheriff Office - additional cost for postage for Jury summons.

SEE ATTACHMENTS ON PAGES 526 - 526

120-3059-421-4052	POSTAGE	\$30,466.00	
120-3059-421-1040	DISPATCHER		\$30,466.00

**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b). Consider and authorize County Judge to execute sales contract for the purchase of the property located at 570 Bass Road, Beaumont, TX 77705, as part of Jefferson County's Home Buyout program with Hurricane Harvey grant funds through the Texas General Land Office contract 20-066-036-C242. Consider and authorize the County Judge or the County Auditor to execute all other necessary documents for the closing of this property.

SEE ATTACHMENTS ON PAGES 527 - 550

**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (c). Regular County Bills -check #518303 through check #518536.

SEE ATTACHMENTS ON PAGES 551 - 561

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**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

**ADDENDUMS:**

- (d).Consider and approve budget amendment - Road & Bridge Pct 1 - replacement of fuel tank.

SEE ATTACHMENTS ON PAGES 562 - 565

111-0108-431-6014	BUILDINGS AND STRUCTURES	\$47,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$47,000.00

**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

- (a).Consider, possibly approve, authorize the County Judge to execute, receive and file US Army Corps of Engineers Project Management Plan for Jefferson County Ecosystem Restoration for FY 2025. (This does not create any funding obligation.)

SEE ATTACHMENTS ON PAGES 566 - 569

**Motion by: Erickson**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b).Receive and file Interlocal Agreement between the City of Nederland and Jefferson County for street repairs pursuant to Sec. 791.015, Texas Government Code.

SEE ATTACHMENTS ON PAGES 570 - 570

**Motion by: Erickson**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (c).Receive and file Interlocal Agreement between Jefferson County and City of Port Neches, TX for street repairs pursuant to Section 791.015, Government Code.

SEE ATTACHMENTS ON PAGES 571 - 571

**Motion by: Erickson**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (d). Consider, possibly approve, receive and file Financial Report for FY 2022-2023 of Jefferson County Emergency Services District No. 3 pursuant to Sec. 775.082, Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 572 - 608

**Motion by: Erickson**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **HUMAN RESOURCES:**

- (a). Consider and possibly approve granting extended leave without pay for up to 90 days for RoShanda Poullard, an employee of the Sheriff's Office, with an effective date of June 24, 2024.

NO ATTACHMENTS

**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **OTHER BUSINESS:**

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA  
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community  
interest without taking action.**

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**Jeff R. Branick**  
**County Judge**

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**Special, June 18, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 18, 2024.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-013/JW) Term Contract for Pest Control Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** PEST CONTROL SERVICES FOR JEFFERSON COUNTY  
**BID NUMBER:** IFB 24-013/JW  
**DUE BY TIME/DATE:** 11:00 AM CT, WEDNESDAY, JUNE 5, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**

**The Examiner:**

May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and One (1) Bid Copy, with both copies to include a Completed Copy of this specifications packet, *in its entirety.*

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

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By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

#### **1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.



To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

A responsive bid shall substantially conform to the requirements of this invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.18 RESPONSIVENESS.**

non-responsive. Non-responsive bids will not be considered for award. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.15 ADDENDA.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

Jefferson County reserves the right to award based upon individual line items, sections or total bid. Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

**1.13 BID AWARD.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.12 QUANTITIES.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.11 TAX EXEMPT STATUS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.10 BID ALTERATIONS.**

## **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

## **1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## **2. PERFORMANCE.**

### **2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

### **2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

### **2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

### **2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

### **2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

### **2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.16 EVALUATION.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

**2.15 MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.14 MAINTENANCE.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.13 ACCEPTABILITY.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.** At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.11 PATENTS AND COPYRIGHTS.** The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.10 OSHA.** The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

#### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

#### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

#### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. CONTRACT.**

#### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

#### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

**4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

**14. DELIVERY.**

Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

**13. SPECIFICATIONS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

**11. BID RESULTS.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**10. FISCAL FUNDING.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**9. WAIVER OF SUBROGATION.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**8. CONTRACT.**

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
 MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
 REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

CITATION	PROVISION	THRESHOLD
2 CFR 200 APPENDIX II (A)	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>
2 CFR 200 APPENDIX II (B)	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>&gt;\$10,000</p>
2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual</p>	<p>None</p>

orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

	<p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient]</p>	
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	<p>under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.</p> <p>In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>,</p> <p>"Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.</p> <p>These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit</p>	2 CFR 200 APPENDIX II (F)

								<p>Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>
<p>2 CFR 200.323</p>	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>&gt;\$10,000</p>	<p>See 2 CFR §200.322.</p>	<p>See 2 CFR §200.216.</p>	<p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>2 CFR 200 APPENDIX II (I)</p>	<p>2 CFR 200 APPENDIX II (G)</p>
<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>	<p>Byrd Anti Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>&gt;\$100,000</p>	<p>See 2 CFR §200.323.</p>	<p>See 2 CFR §200.216.</p>	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>2 CFR 200 APPENDIX II (H)</p>
<p>2 CFR 200 APPENDIX II (H)</p>	<p>Debarment and Suspension [Executive Orders 12549 and 12689] - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	<p>&gt;\$25,000</p>	<p>See 2 CFR §200.323.</p>	<p>See 2 CFR §200.216.</p>	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>2 CFR 200 APPENDIX II (I)</p>	<p>2 CFR 200 APPENDIX II (G)</p>
<p>2 CFR 200 APPENDIX II (G)</p>	<p>Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>&gt;\$150,000</p>	<p>See 2 CFR §200.323.</p>	<p>See 2 CFR §200.216.</p>	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>2 CFR 200 APPENDIX II (I)</p>	<p>2 CFR 200 APPENDIX II (G)</p>

<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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<p>2 CFR 200.216</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	<p>None</p>
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None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321



	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a</p>	Texas Government Code 2252.152

	<p>list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Aattaby Termites Pest Control, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jackie Papania  
Signature of Contractor's Authorized Official

Jackie Papania / Controller / HR / Co-Owner  
Name and Title of Contractor's Authorized Official

06/03/2024  
Date

### REQUIRED FORM

**Bidder: Please complete this form  
and include with bid submission.**

**DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Anttaby Termites Pest Control, Inc certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Jackie Papania  
Signature of Contractor's Authorized Official

Jackie Papania/Controller/HR/Co-Owner  
Name and Title of Contractor's Authorized Official

06/03/2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## **CIVIL RIGHTS COMPLIANCE PROVISIONS**

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Jackie Papania  
Signature of Contractor's Authorized Official

Jackie Papania / Controller / HR / Co-Owner  
Name and Title of Contractor's Authorized Official

06/03/2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

**SITE VISITS PRIOR TO BID SUBMISSION:** Prospective Bidders may view location(s) or area(s) to be serviced by making site visit arrangements with the appropriate Jefferson County Point of Contact (Person), as listed on the **BID FORM (PAGES 50-56)**. **It is highly encouraged that Bidders make these arrangements as soon as possible, to ensure availability of the appropriate County staff to conduct site visit.**

**BIDDER IS RESPONSIBLE FOR SUBMISSION OF:** One (1) Original and One (1) Bid Copy; *with both copies* to include a completed copy of this specifications packet, ***in its entirety.***

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a bid submission being declared as non-responsive.

**BIDS MUST BE SUBMITTED IN COMPLETE ORIGINAL FORM BY MAIL OR COURIER TO:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701  
Attention: Deborah Clark, Purchasing Agent

**BID SUBMISSION DEADLINE: 11:00 AM CT, WEDNESDAY, JUNE 5, 2024**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers/couriers.

Late bids will not be accepted, and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this Invitation for Bid shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Jefferson County Purchasing Department prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 1, 2024	Monday	New Year's
January 15, 2024	Monday	Martin Luther King, Jr. Day
March 29, 2024	Friday	Good Friday
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth
July 4, 2024	Thursday	Independence Day
September 2, 2024	Monday	Labor Day
November 11, 2024	Monday	Veteran's Day
November 28-29, 2024	Thursday & Friday	Thanksgiving
December 25-26, 2024	Wednesday & Thursday	Christmas
January 1, 2025	Wednesday	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is **5:00 PM CT MONDAY, MAY 20, 2024.**

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

However, the SAM Registration must be completed (showing "active" status, with no exclusions) **prior to the award and/or execution of an agreement or contract for the project.**

- ① Sams proof
- ② copy of insurance
- ③ SDS - on products used
- ④ Final Rodent Bait
- ⑤ Extinguish dust Granules
- ⑥ Suspad, Gentrol
- ⑦ Bithor, Maxforce Fly Bait



**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

# AATTABOY TERMITE & PEST CONTROL INC

Unique Entity ID <b>K3EGLT7J6LB6</b>	CAGE / NCAGE <b>85LH5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 12, 2025</b>	
Physical Address <b>206 Meyers ST Orange, Texas 77630-7350 United States</b>	Mailing Address <b>206 Myers ST. Orange, Texas 77630 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>Aattaboy Termite &amp; Pest Control Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 14</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>

<b>Registration Dates</b>		
Activation Date <b>Feb 29, 2024</b>	Submission Date <b>Feb 13, 2024</b>	Initial Registration Date <b>Jun 18, 2018</b>

<b>Entity Dates</b>	
Entity Start Date <b>Feb 16, 2006</b>	Fiscal Year End Close Date <b>Dec 31</b>

<b>Immediate Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

<b>Highest Level Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

**Executive Compensation**

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Business Types**

Entity Structure

**Corporate Entity (Not Tax Exempt)**

Entity Type

**Business or Organization**

Organization Factors

**Subchapter S Corporation**

Profit Structure

**For Profit Organization**

**Socio-Economic Types**

**Small Business Joint Venture**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments

**Yes**

Debt Subject To Offset

**No**

EFT Indicator

**0000**

CAGE Code

**85LH5**

**Electronic Funds Transfer**

Account Type

**Checking**

Routing Number

**\*\*\*\*\*36**

Lock Box Number

**n/a**

Financial Institution

**NECHES FEDERAL CREDIT UNION**

Account Number

**\*\*\*\*\*80**

**Automated Clearing House**

Phone (U.S.)

**4097223134**

Email

**jpapania@aataboy.com**

Phone (non-U.S.)

**(blank)**

Fax

**9368978201**

**Remittance Address**

**Aataboy Termite & Pest Control, Inc.**

**206 Myers ST.**

**206 Myers ST., ORANGE, TX.77630**

**Orange, Texas 77630**

**United States**

EIN

**\*\*\*\*\*1290**

Type of Tax

**Applicable Federal Tax**

Taxpayer Name

**Aataboy Termite & Pest Control Inc**

Tax Year (Most Recent Tax Year)

**2023**

Name/Title of Individual Executing Consent

**Hr/controller/co-owner**

TIN Consent Date

**Feb 13, 2024**

Address

**206 Myers ST.**

**Orange, Texas 77630**

Signature

**Jackie Papania**

**Accounts Receivable POC**

4097223134

**Electronic Business**

☒  
Jackie M. Papania, Controller  
jpapania@aattaboy.com  
4097223134

206 Myers ST.  
Orange, Texas 77630  
United States

**Government Business**

☒  
Jackie M. Papania, Controller  
jpapania@aattaboy.com  
4097223134

206 Myers ST.  
Orange, Texas 77630  
United States

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	561710	Exterminating And Pest Control Services
	561720	Janitorial Services
	561730	Landscaping Services
	561790	Other Services To Buildings And Dwellings

**Product and Service Codes**

PSC	PSC Name
6840	Pest Control Agents And Disinfectants

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$2,105,235.00	10

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

This entity did not enter the EDI information

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Texas	TX: Orange, Jefferson, Hardin	TX: Beaumont-Port Arthur

**5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

**FORM 1295 Implementation Background:**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

**FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

**SAMPLE COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>			
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		Controlling X	Intermediary
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X
<b>5</b> Check only if there is NO interested Party.	CHECK BELOW IF APPLICABLE <input type="checkbox"/>		
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b>			
My name is _____ and my date of birth is _____			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)  
Builder's Risk Policy: Structural Coverage for Construction Projects  
Installation Floater Policy: Improvements/Alterations to Existing Structure



**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - 11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Sub-Contractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the written notation that "Jefferson County is an Additional Insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** IFB 24-013/JW, TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

**Bidder's Company/Business Name:** Aattaboy Termite & Pest Control, Inc.

**Bidder's TAX ID Number:** 20-8381290

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Jackie Papania **Title:** Controller / HR/ Co-Owner

**Phone Number (with area code):** 409-722-3134

**Alternate Phone Number if available (with area code):** 936-652-4134

**Fax Number (with area code):** 936-897-8201

**Email Address:** jpapania@aattaboy.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

206 Myers St  
Address  
Orange, TX 77630  
City, State, Zip Code

**REQUIRED FORM**  
**Bidder:** Please complete this form  
and include with bid submission.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Dusty Stark 3515 Mockingbird st Suite B Orange, Tx 77630-2961	CONTACT NAME: DUSTY STARK	
	PHONE (A/C, No, Ext): 409-886-9750 FAX (A/C, No): 409-886-5460 E-MAIL ADDRESS: DSTARK1@FARMERSAGENT.COM	
INSURED  AATABOY TERMITE & PEST CONTROL INC 206 MYERS ST ORANGE, TX 77630	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MARKEL INSURANCE COMPANY	38970
	INSURER B: FARMERS TEXAS COUNTY MUTUAL INSURANCE	24392
	INSURER C: COMMERCE AND INDUSTRY INSURANCE	19410
	INSURER D: TEXAS MUTUAL WORKERS COMPENSATION INC	22945
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PCG20040689-00	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 1000000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	605864096	9/16/2023	9/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	BE 017507924-02	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 5000000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$ 5000000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001312024	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1000000
							E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

JEFFERSON COUNTY 1149 PEARL ST BEAUMONT, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> JEFFERSON COUNTY 1149 PEARL ST BEAUMONT, TX 77701-3638	<b>Named Insured:</b> AATTABOY TERMITE & PEST CONTROL, INC. 206 MYERS ST ORANGE TX 77630-7350
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Automobile Liability			
<b>Insurer Name:</b> Allstate County Mutual Insurance Company			
<b>Policy Number:</b> 648968148			
<input type="checkbox"/> 1 -- Any Auto	<input type="checkbox"/> 2 -- Owned Autos Only	<input type="checkbox"/> 3 -- Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input checked="" type="checkbox"/> 5 -- Owned Autos Subject to No Fault	<input type="checkbox"/> 6 -- Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 -- Specifically Described Autos	<input type="checkbox"/> 8 -- Hired Autos Only	<input type="checkbox"/> 9 -- Non-owned Autos Only	
<b>Policy Effective Date:</b> 09-16-2023		<b>Policy Expiration Date:</b> 09-16-2024	
<b>Limits Of Insurance:</b> \$ 1,000,000		<b>Combined Single Limit (each accident)</b>	
BI Per Person		BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AND ADDITIONAL TRANSFEREES AND THEIR SUBSIDIARIES AND AFFILIATES AND RELATED COMPANIES			
<b>Interested Party Type:</b> CERTIFICATE HOLDER			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

<b>Producer:</b> MALLORY RAMIREZ AGENCY	
<b>Authorized Representative:</b> 	
<b>Date:</b> 06-05-24	

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## SECTION 4: MINIMUM SPECIFICATIONS

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**INTRODUCTION:** Jefferson County, Texas is currently seeking qualified Bidders for a Term Contract for Pest Control Services for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

The following requirements and specifications supersede General Requirements where applicable. Contact Mistey Reeves, Assistant Purchasing Agent at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) regarding any questions or comments. Please reference bid number IFB 24-013/JW. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

### **4.1 CONTRACTOR REQUIREMENTS:**

The Structural Pest Control Act (Chapter 1951 of the Occupations Code) requires licensing of businesses and individuals that perform structural pest control for hire.

Structural pest control includes but is not limited to pests that may infest parks, buildings or structures and adjacent areas, industrial plants, streets, docks, railroad cars, trucks, ships or airplanes. Structural pest control includes the following activities for compensation:

- Identifying Infestations
- Making Inspection Reports
- Providing Recommendations
- Submitting Estimates or Bids
- Contracting
- Performing Services to Prevent, Control or Eliminate Infestations, or advertising such services.

### **CONTRACTOR SHALL:**

1. Have been engaged in the business of providing commercial structural Pest Control Services for a minimum of three (3) years within the last five (5) years.
2. Have a current business license from the Texas Structural Pest Control Board.
3. Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, 593.1
4. Provide documentation of applicable license (pest control), certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by Jefferson County. Jefferson County reserves the right to request documentation at any time during contract/renewed contract term.
5. Shall be on-site to perform the INITIAL SERVICE VISIT for each identified County location to receive service within the first thirty (30) days of the contract execution date.

### **4.2 CONTRACT DEFINITIONS:**

**a. "SERVICE LOCATION":** For purposes of this term contract, a **"SERVICE LOCATION" is defined as** a designated building or buildings or portion of a building owned or leased by the County at the address given. Each Service Location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.

**b. "STANDARD PEST CONTROL SERVICE":** For purposes of this term contract, **"STANDARD PEST CONTROL SERVICE" is defined as** regularly scheduled Pest Control visits to all County locations as specified for the purpose of pest control maintenance and treatment. Vendors monthly and quarterly cost is to include all labor, fuel, and

material costs. Vendor shall not charge a separate "Trip Charge," "Truck Charge," or "Service Call" under the Contract. No minimum charges per trip will be allowed.

c. **"ADDITIONAL SERVICE VISIT"**: For purposes of this term contract, "ADDITIONAL SERVICE VISIT" *is defined as* an additional visit that has been requested by Point of Contact of a County location **that is not being serviced monthly, TO BE INVOICED AT A PER VISIT RATE.**

d. **"LARGE JOB SERVICE VISIT"**: For purposes of this term contract, "LARGE JOB SERVICE VISIT" is defined as a service visit that has been requested for a "large job" that requires more service time and possibly skill to perform than a Standard Pest Control Service Treatment.



## SECTION 5: SCOPE OF WORK: STANDARD PEST CONTROL SERVICE VISITS

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**STANDARD PEST CONTROL SERVICE** visits shall include the following services and adhere to the following:

During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; and all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated as follows:

- a. Indoor populations of rats, mice, bats, cockroaches, all varieties of ants, flies, spiders, millipedes, earwigs, moths, beetles, any other arthropod pests, and other similar insect or pests that may be encountered.
- b. Populations of the above pests that are located outside the building but within the property boundaries of the buildings.

### **5.1 INSECT CONTROL:**

**Emphasis on Non-Pesticide Methods:** The Contractor shall use non-pesticide methods of control wherever possible.

*For example:*

- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants, and for control of spiders in webs wherever possible.
- Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever possible.

**Application of Insecticides to Cracks and Crevices:** As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only (application with a tool or nozzle specifically designed for crack and crevice injection), defined as "treatments in which the formulated insecticide is not able to contacted or is not visible to a bystander during or after the application process."

**Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the Point of Contact prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made during regular County hours of operation or when any personnel or general public are present. The Contractor shall take all necessary precautions to ensure safe application; and all necessary steps to ensure the containment of the pesticide at the site application.

**Insecticide Bait Formulations:** Bait formulations shall be used for cockroach and ant control wherever appropriate.

**Monitoring:** Glue Traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

**Contractor will not be required to supply extra glue traps beyond those necessary for insect control efforts at time of each service visit.**

**Contractor may opt to supply glue traps at a cost to the County by providing "SHELF PRICING."**

(SEE BID FORM, PAGE 57).

### **5.2 TREATMENT OF ANTS**

The treatment of ants shall be included as part of each Standard Pest Control Service Visit for all service locations. Contractor shall inspect surrounding lawns and landscaping every regularly scheduled service visit and treat any new activity as needed.

Eradication of fire ant beds, sugar ants, and crazy ants whether located indoors or outdoors, that are causing problems inside a structure are to be included in this contract.

If ants are coming from a mound that is located outdoors, but within 50 feet of the building, vendor will be required to not only control the ants indoors, but also to eradicate the mound. Mounds located outdoors that are not directly affecting the interior of the building shall be reported to Point of Contact.

## **5.2 RODENT CONTROL:**

**Rats/Rodents:** Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaw marks.

**Indoor Trapping:** As a general rule, Rodent Control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed and out of the general view and in protected areas so as to not be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule set up by the Contractor and approved by the Point of Contact. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

**Use of Rodenticides:** In exceptional circumstances, when Rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Point of Contact prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

### **All Bait shall be provided by Contractor. (and included as part of Standard Pest Control Service Visit.**

Bait Boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. Contractor will also be expected to service any existing bait stations.

The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

Maps showing the physical location of all devices placed in or around the buildings or on grounds must be submitted to each Point of Contact. These devices may include, but not limited to, monitoring boards, rodent bait stations or various traps.

## **5.3 OPERATING REQUIREMENTS/ADDITIONAL SERVICES:**

**INSPECTIONS:** Pest Control Services shall be inspected at the discretion of the County to determine if Contractor is safely and effectively carrying out Pest Control Services, and is compliant with Term Contract.

**STRUCTURAL MODIFICATIONS:** The County will facilitate any modification(s) to any structure included as a service location within these specifications and/or included in Term Contract Document.

**SQUARE FOOTAGE:** Square footage (as noted on the **BID FORM** included in these specifications (**PAGES 50-56**) is **estimated only**. Bidder is responsible for verification of all areas described within these specifications.

**TREATMENT SCHEDULE:** Contractor must provide each Jefferson County Department/Service Location's Point of Contact (staff person delegated) a Pest Control Treatment Schedule that will be followed on a regular basis.

**TREATMENT SCHEDULE REVISIONS:** Any proposed treatment schedule revisions must be approved by the County's Point of Contact.

**UPON ARRIVAL TO PROVIDE TREATMENT:** Contractor's Service Representative will report to each department's Point of Contact *prior* to performing any work.

**NOTICE OF TREATMENT POSTING:** Contractor shall provide and post in each facility a "Notice of Pest Control Treatment" as required by TSPCA. Each posting shall be displayed in a prominent location, in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the County will display the pest control sign in prominent location at the time of treatment.

**CALL BACKS: SHALL BE CONSTRUED AS SERVICE REQUESTS BY SERVICE LOCATIONS ON MONTHLY STANDARD PEST CONTROL SERVICE PLANS.** All callbacks shall be provided **AT NO CHARGE** to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds additional is needed, a recall for service to the facility will be completed by the Contractor **WITHIN (2) WORKING DAYS**.

SERVICE REQUESTS BY SERVICE LOCATIONS ON QUARTERLY STANDARD PEST CONTROL SERVICE PLANS SHALL BE **INVOICED AS AN ADDITIONAL SERVICE VISIT**.

**FREQUENCY OF STANDARD PEST CONTROL SERVICE VISITS:**

Each County Service Location will choose one of the following service frequency options:

**1.) SERVICE VISIT: ONCE A MONTH.**

(12 VISITS PER YEAR)

**2.) SERVICE VISIT: ONCE EVERY 3 MONTHS.**

(4 VISITS PER YEAR, WITH VISITS IN: JANUARY, APRIL, JULY, OCTOBER)

**3.) SERVICE VISIT: ADDITIONAL (Per Request of Point of Contact)**

"ADDITIONAL" SERVICE VISIT MAY BE SCHEDULED FOR JEFFERSON COUNTY LOCATIONS THAT ARE NOT BEING SERVICED MONTHLY, AT A PER VISIT RATE.

**4. SERVICE VISIT: LARGE JOB. (Per Request of Point of Contact)**

"LARGE JOB" SERVICE VISIT MAY BE SCHEDULED BY ANY JEFFERSON COUNTY LOCATION AS NEEDED, AT RATE(S) PROVIDED IN BID SUBMISSION.

**DOCUMENTATION OF WORK PERFORMED:** Must be signed by a Jefferson County employee or representative *at the time service is performed.*

**COMPLAINTS:** Should at any time the County become dissatisfied with Pest Control Service (Contractor), the successful Contractor shall be notified in writing by the County Purchasing Department regarding problems that occurred. The notice will detail the problems and site(s), which is/are experiencing the problems. The Contractor will be required to contact the County Purchasing Department to discuss possible solutions. The Contractor will then be given a date by which written response with proposed solutions must be submitted.

**NOTIFICATION OF INFESTATION:** The County's Point of Contact will notify the Contractor's Service Representative of any infestation problems. **If Contractor is unable to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County Point of Contact.**

## SECTION 6: SCOPE OF WORK: MISCELLANEOUS "AS-NEEDED" PEST CONTROL SERVICES

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NORMAL BUSINESS HOURS WILL APPLY FOR ALL MISCELLANEOUS "AS-NEEDED" PEST CONTROL SERVICES.

**MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES** shall include the following services:

### 6.1 BIRD CONTROL:

- Hot Foot Treatment or equal method (below 20 feet).  
Note: Bidder shall indicate method of Bird Control being utilized on Bid Form.
- Control – Hot Foot Treatment or equal method (above 20 feet).  
Note: Bidder shall indicate the method of Bird Control being utilized on Bid Form.

### 6.2 SNAKE CONTROL:

- Snake Inspection and Prevention
- Snake Removal to include trapping device(s)

### 6.3 BEE, WASP, YELLOW JACKET, and HORNET CONTROL:

- Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming
- Removal of Bee, Wasp, Yellow Jacket and Hornet Hive (below 10 feet)
- Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (above 10 feet)

**BEE REMOVAL:** Honeybees benefit our environment, and while the County does appreciate their many benefits, when they infest structures, we are presented with a potentially dangerous situation. Because bees are so beneficial, it is important that removal is performed responsibly. Contractor shall remove a hive entirely, in order to prevent future infestation. If County location does not have a Beekeeper available to transport the hive, the Contractor will be responsible for making transportation arrangements.

Contractor shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services. As an employer, the vendor must comply with all federal, state, and local applicable laws, standards, and regulations with regard to their employees.

### BEE KEEPER QUALIFICATIONS:

1. Beekeepers will not be allowed to use any chemicals during the removal process.
  2. Beekeepers must be registered with the Texas Apiary Inspection Service, and possess a current permit authorizing the transportation of bees between counties in accordance with Sec. 131.043(b), Tex. Ag. Code.
  3. Beekeepers registered with the Texas Apiary Inspection Service are excluded from complying with the Texas Structural Pest Control Act pursuant to Texas Occupations Code, Chapter 1951, Structural Pest Control, Section 1951.056. (See: <http://www.statute.legis.state.tx.us/Docs/OC/htm/OC.1951.htm>).
- See also Attachment E, Existing Bee Laws – Chapter 131 of the Texas Agriculture Code.

### 6.5 CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES):

Treatment shall be performed with the use of properly registered chemicals, pesticides (meeting all requirements included within this bid specification document), and/or the use of approved devices to provide adequate levels of protection and control at Jefferson County premises.

Service Cost shall include all labor, personnel, material, supplies, chemicals, etc., required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of one (1) year from the date of treatment. The Contractor shall reapply chemical treatment at no cost to the County when a live infestation is detected.

**SECTION 7: LARGE JOBS.**

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Should the County need services that **require more time or skill** than a *Standard Pest Control Service Visit*, a **“LARGE JOB” Service Request** will be made by the County’s Point-of-Contact. Contractor will assign a Day Technician to perform the services requested/complete the project. Cost of service shall be invoiced in accordance with Contractor’s Bid Submission (BID FORM).

## SECTION 8: USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS

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### USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS:

The Contractor shall adhere to the following rules (as well as any applicable regulations **as prescribed by the Texas Department of Agriculture**) regarding the use of pesticides, chemicals, and poisons.

The Contractor shall be responsible for application of pesticides, chemicals, and poisons according to the manufacturer's label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

All pesticides, chemicals, and poisons used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract transport, handling, and use of all of all pesticides, chemicals, and poisons shall be in strict accordance with manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

**Receptacles:** Shall not be placed in an area readily accessible to the public.

**Approved Products:** Contractor shall not apply any pesticide product that has not been included by association of the Texas Structural Control Boards' green, yellow, and red lists or approved in writing by the County Purchasing Department.

**Pesticide Storage:** Receptacles shall not be placed in an area readily accessible to the public. Further, the Contractor shall not store any pesticide product on County premises.

Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **The Contractor shall provide to the Point Contact Person:** Current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to the Point Contact Person.

The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

**Extreme caution must be taken by the Contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and Pest Control Services.**

The Contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

**Minimizing Risk:** When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

**SECTION 9: BID SUBMISSION REQUIREMENT: STATEMENT OF THE METHODS.**

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► **BIDDER shall include a STATEMENT OF METHODS TO BE USED with Bid Submission.**

*The Statement shall consist of the following parts:*

**a. Proposed Materials and Equipment for Service:**

Contractor shall provide current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to: Each Service Location's Point of Contact.

**b. Proposed Methods for Monitoring and Surveillance:**

The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

## SECTION 10: CATALOG PRICING FOR PEST CONTROL SUPPLIES

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### PER THE SCOPE OF WORK FOR STANDARD PEST CONTROL SERVICE VISITS:

Contractor **will not be required** to provide pest control supplies *beyond those necessary* for insect control efforts at time of each service visit. **Providing “a stock” of “extras” of pest control supplies is not required or an expectation of the awarded Contractor.**

Contractor *may instead choose* to offer **SHELF PRICING** for standard pest control supplies that may be utilized for the myriad of structure types within the County.

IT IS **NOT REQUIRED** FOR BIDDER TO BID/PROVIDE SHELF PRICING TO BE AWARDED THE CONTRACT FOR PEST CONTROL SERVICES CONTRACT. *IT IS SIMPLY AN OPTION OFFERED TO ALL BIDDERS.*

### **SPECIFIC PEST CONTROL PRODUCTS ITEMS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- Pest Control Glue Traps (BOX QUANTITY) to include but not limited to: Mouse & Rat, Snake, Spiders, Moth, Aphid, Silverfish.
- Pest Control Container-Type Traps (BOX QUANTITY) for Fruit Fly, Drain Fly, Black Fly, etc.
- Bait Stations.

NO GUARANTEE ANNUAL VOLUME: The County makes no assurance to purchase any given number of products.

### **IF BIDDER IS PROVIDING A BID ON “SHELF PRICING” FOR PEST CONTROL PRODUCTS, THEN THE FOLLOWING MUST BE PROVIDED WITH BID SUBMISSION:**

**CONTRACTOR MUST PROVIDE: APPLICATION INSTRUCTIONS OR MSDS SHEETS FOR ALL PEST CONTROL PRODUCTS THAT ARE ORDERED BY COUNTY.**

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the County. No charge packing list marked with the applicable purchase order number shall be enclosed with each “no charge” shipment.

### **DELIVERY:**

The County desires to purchase Pest Control Products that are in stock, and can be delivered within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations as listed on the Bid Form) are to be included in bid price. Bidder bears freight charges.

**Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:**

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;



# SAFETY DATA SHEET



## MAXFORCE® FLY SPOT BAIT

Version 1.1 / USA  
102000027252

1/11  
Revision Date: 11/16/2016  
Print Date: 11/17/2016

### SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

#### Product identifier

**Trade name** MAXFORCE® FLY SPOT BAIT  
**Product code (UVP)** 80993730  
**SDS Number** 102000027252  
**EPA Registration No.** 432-1455  
**Relevant identified uses of the substance or mixture and uses advised against**  
**Use** Insecticide  
**Restrictions on use** See product label for restrictions.  
**Information on supplier**  
**Supplier** Bayer Environmental Science  
2 T.W. Alexander Drive  
Research Triangle PK, NC 27709  
United States  
**Responsible Department** Email: SDSINFO.BCS-NA@bayer.com  
**Emergency telephone no.**  
**Emergency Telephone Number (24hr/ 7 days)** 1-800-334-7577  
**Product Information Telephone Number** 1-800-331-2867

### SECTION 2: HAZARDS IDENTIFICATION

**Classification in accordance with regulation HCS 29CFR §1910.1200**  
This material is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

#### Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.  
No health hazards not otherwise classified.

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Imidacloprid	138261-41-3	10
Muscalure	27519-02-4	0.1

**THIS RECOMMENDATION IS MADE AS PERMITTED UNDER FIFRA SECTION 2(ee) AND HAS NOT BEEN SUBMITTED TO OR APPROVED BY THE EPA.**



# BITHOR SC

EPA Reg. No. 83923-2

ACCEPTED

March 4, 2020

New York State Department  
of Environmental Conservation  
Division of Materials Management  
Pesticide Product Registration

Classified for  
"RESTRICTED USE"  
in New York State  
under 6NYCRR Part 326

Doc id: 566813

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. See individual use sites for specific pollinator protection application restrictions. If none exist under the specific use site, for outdoor foliar applications, follow these application directions.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirement specific to your State or Tribe, consult the agency responsible for pesticide regulation. RESTRICTIONS • Do not allow people or pets on treated surfaces until the spray has dried.

- Do not water the treated areas to the point of run-off.
- Do not make applications during rain.
- Do not make applications directly into sewers or drains, or to any area like a gutter where drainage to sewers, storm drains, water bodies or aquatic habitat can occur. Do not allow the product to enter any drain during or after application.
- Do not use household utensils to measure BITHOR SC.
- For broadcast applications, do not apply more than 4.5 pints (0.25 lb imidacloprid, 0.2 lb bifenthrin) per acre or 1.55 fluid ounces per 1000 square feet per application. Do not apply more than 9 pints (0.5 lb of imidacloprid active ingredient, 0.4 lb bifenthrin) per acre per year or 3.3 fluid ounces per 1000 square feet per year.
- For application to lawns, turf, vegetation or to the soil by injection or drench, do not exceed 0.4 lb of imidacloprid (7 pints of Bithor SC) per acre per year.
- Do not apply this product, by any application method, to linden, basswood or other Tilia species in the State of Oregon
- Do not harvest or consume fruit or nuts from any tree that has been treated within 1 year (365 days).
- BITHOR SC is not for use on plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes.
- BITHOR SC is not for use in commercial greenhouses, nurseries, or on grasses grown for seed, golf courses, turfgrass grown for sale (sod farms) or on commercial fruit and nut trees.
- Do not apply to turf that is frozen, waterlogged or is saturated with water. Turf in this condition will not allow the necessary vertical distribution of the active ingredient down into the soil.
- Do not apply within aircraft cabins.
- Do not apply in food/feed areas of food and feed handling establishments.
- Do not apply to furniture or upholstery where prolonged contact with humans will occur.
- Do not spray bed linens, mattresses, blankets or pillows. Do not apply to materials which come in direct contact with occupants of the bed.
- Remove or cover and disconnect aquariums during application.
- Do not apply a broadcast application to interior surfaces of living areas.
- Do not apply to pets, crops, sources of electricity or firewood.
- During any application to overhead areas of structure, cover surfaces below with plastic sheeting or similar material, except for soil surfaces in crawlspaces.
- Wear protective clothing, unvented goggles, gloves and respirator when making an overhead application or when applying in poorly ventilated indoor areas.
- Do not allow dripping or runoff to occur during indoor applications.
- For indoor uses apply only as a spot, crack or crevice treatment. Do not apply as a space spray.
- Do not allow spray to contact food, foodstuffs, food contacting surfaces, food utensils or water supplies.
- Thoroughly wash dishes and food handling utensils with soap and water if they become contaminated by application of this product.
- Do not apply this product in nursing home or patient rooms or in any rooms while occupied by the elderly or infirmed.
- Do not apply in classrooms when they are in use.
- Do not apply when occupants are present in the immediate area in institutions such as health care facilities, libraries, schools, offices, etc.
- Do not apply in livestock buildings such as barns.
- Do not apply where electrical short circuits can occur.
- Do not graze treated areas or use clippings from treated areas for feed or forage. • Do not allow runoff or puddling of irrigation water following application.
- Do not apply by air.
- Do not apply by any type of irrigation system. Restrictions

### Applicable to New York State only:

- Do not apply BITHOR SC containing solutions to grass or turf within 100 feet of a body of water (lake, pond, river, stream, wetland or drainage ditch).
- Soil Injection is not allowed in Nassau and Suffolk Counties of New York.

### Additional Application Restrictions for Residential Outdoor Surface and Space Sprays:

All outdoor applications must be limited to spot or crack-and-crevice treatments only, except for the following permitted uses:

- (1) Applications to soil or vegetation, as listed on this label, around structures;
- (2) Applications to lawns, turf, and other vegetation, as listed on this label;

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

**TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Aattaboy Termite & Pest Control

Company Name

206 Myers St

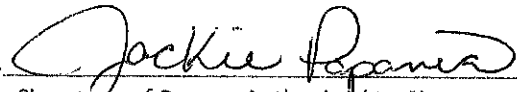
Address

Orange TX 77630

City

State

Zip



Signature of Person Authorized to Sign

**For clarification of this offer, contact:**

Jackie Papania / Controller / HR / Co-Owner

Name & Title

409-722-3134 936-897-8201

Phone

Fax

jpapania@aattaboy.com

E-mail

Jackie Papania

Printed Name

Controller / HR / Co-Owner

Title

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: **PEST CONTROL SERVICES FOR JEFFERSON COUNTY.**  
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as **Contract No. 24-013/JW, Term Contract for Pest Control Services for Jefferson County.** The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

---

Date

**ATTEST:**

---

Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

---

Date

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**I. STANDARD SERVICE (PEST CONTROL SERVICE VISITS)**

**SERVICE FREQUENCY:** EACH COUNTY LOCATION WILL CHOOSE ONE OF THE SERVICE FREQUENCY OPTIONS BELOW.

**BID PRICES MUST INCLUDE:** ALL LABOR, MATERIALS, AND ALL INCIDENTALS REQUIRED TO SERVICE SCOPE OF WORK.

**A. BEAUMONT SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
1. COURTHOUSE (HISTORIC) 1149 PEARL ST. BEAUMONT, TX 77701	242,899 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
2. COURTHOUSE (NEWER) 1001 PEARL ST. BEAUMONT, TX 77701	220,000 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 PEARL ST. BEAUMONT, TX 77701	102,745 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
4. ANNEX I BUILDING 1125 PEARL ST. BEAUMONT, TX 77701	33,553 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-013/JW
IFB TITLE: Term Contract for Pest Control Services for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 3
ISSUED (DATE): May 28, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Jackie Papania
Authorized Signature (Respondent)

Witness

Controller/HR/Co-Owner
Title of Person Signing Above

Witness

Aattaboy Termite & Pest Control, Inc.
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

206 Myers St., Orange, TX 77630
Address

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public In and for the State of TEXAS

on this day personally appeared JACKIE PAPANTIA, who  
(name)

after being by me duly sworn, did depose and say:

"I, JACKIE PAPANTIA am a duly authorized officer of/agent  
(name)

for AATTABOY TERMITE & PEST CONTROL and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said AATTABOY TERMITE & PEST CONTROL  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: AATTABOY TERMITE & PEST CONTROL  
206 Myers St, Orange, TX 77630

Fax: 936-824-8201 Telephone# 409-722-3134

by: Jackie Papantia Title: Controller / HR / Co-Owner  
(print name)

Signature: Jackie Papantia

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_



**SENATE BILL 252 CERTIFICATION**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Attabay Termite & Pest Control  
Company Name

24-013/JW  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

HOUSE BILL 89 VERIFICATION

I, Jackie Papania, the undersigned representative of (company or business name) Attabay Termite & Pest Control Inc (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Jackie Papania
Signature of Company Representative

06/03/2024
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Aattaby [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	20-8381290
Company Name submitting bid/proposal:	Aattaby Termite & Pest Control
Mailing address:	206 Myers St, Orange, TX 74630
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

- \* This is the property amount identification number assigned by the Jefferson County Appraisal District.
- \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: N/A

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

Subcontractor Name: N/A

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): N/A

Title: N/A

Signature: N/A

Date: N/A

E-mail address: N/A

Contact person that will be in charge of invoicing for this project:

Name (print or type): N/A

Title: N/A

Date: N/A

E-mail address: N/A

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name:           N/A          

Address:           N/A            
Street City State Zip

Contact person:           N/A           Title:           N/A          

Phone (with area code):           N/A           Fax (with area code):           N/A          

Proposed Subcontract Amount:           \$ N/A           Percentage of Prime Contract:           N/A           %

Description of Subcontract Work to be Performed:           N/A          

Subcontractor Name:           N/A          

Address:           N/A            
Street City State Zip

Contact person:           N/A           Title:           N/A          

Phone (with area code):           N/A           Fax (with area code):           N/A          

Proposed Subcontract Amount:           \$ N/A           Percentage of Prime Contract:           N/A           %

Description of Subcontract Work to be Performed:           N/A          

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: N/A HUB:  Yes  No

HUB Status (Gender & Ethnicity): N/A

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Project Title & No.: N/A IFB/RFP No.: N/A

Total Contract: \$ N/A Total HUB Subcontract(s): \$ N/A

Construction HUB Goals: 12.8% MBE: N/A % 12.6% WBE: N/A %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: N/A  
Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: N/A HUB:  Yes  No

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Project Title & No.: N/A

Prime Contract Amount: \$ N/A

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: N/A  
Street City State Zip

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: N/A

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**Note:** Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder Intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . . ?**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.

Jackie Papania  
Printed Name of Authorized Representative

Jackie Papania  
Signature

HR/Controller/Co-owner  
Title

06/03/2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 89th Leg., Regular Session.</small></p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____</p> <p align="right"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ <small>Signature of officer administering oath</small></p> <p>_____ <small>Printed name of officer administering oath</small></p> <p>_____ <small>Title of officer administering oath</small></p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</div> <p style="font-size: x-small; margin-top: 5px;">Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: x-small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin: 10px 0;">_____</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p style="font-size: x-small;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center; margin: 10px 0;">                 _____                  Signature of vendor doing business with the governmental entity             </p> <p style="text-align: center; margin: 10px 0;">                 _____                  Date             </p>		

Adopted 6/7/2015

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

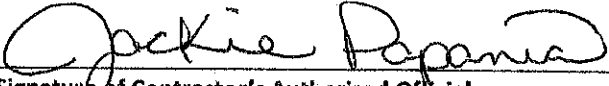
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<div style="text-align: center;"> _____ <b>Signature of Contractor's Authorized Official</b></div> <div style="text-align: center;"><p>Jackie Papania / HR / Controller / Co-Owner</p>_____ <b>Name and Title of Contractor's Authorized Official (Please Print)</b></div> <div style="text-align: center;"><p>06/03/2024</p>_____ <b>Date</b></div>
---

**REQUIRED FORM**

**Bidder:** Please complete this form and include with bid submission.

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Attaboy Termites & Pest Control, Inc. Jackie Papania  
Bidder (Entity Name) Signature

206 Myres St. Jackie Papania  
Street & Mailing Address Print Name

Orange, TX. 77630 06/03/2024  
City, State & Zip Date Signed

(409) 722-3134 (936) 897-8201  
Telephone Number Fax Number

jpapania@attaboy.com  
E-mail Address

**REQUIRED FORM**  
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Christus St. Elizabeth / St. Mary  
Address: 2830 Calder St.  
Contact Person and Title: Margaret Hanrahan / Plant Manager  
Phone: (409) 236-7050 Fax: N/A  
Email Address: margaret.hanrahan@christushealth.com Contract Period: 14 yrs.  
Scope of Work: General Pest / Termite Services

REFERENCE TWO

Government/Company Name: Chambers Health  
Address: P.O. Box 398, Anahuac, TX. 77514  
Contact Person and Title: Noe Mejia / Director of Plant Operations  
Phone: (409) 267-3143 Fax: N/A  
Email Address: nmejia@chambershealth.org Contract Period: 5 yrs.  
Scope of Work: General Pest / Termite Services

REFERENCE THREE

Government/Company Name: Sage Automation, Inc.  
Address: 4925 Fannett Road, Bmt., TX. 77705  
Contact Person and Title: Angie Zabish / Account Dept.  
Phone: (409) 842-8040 Fax: n/a  
Email Address: az@sagerobot.com Contract Period: 10 yrs.  
Scope of Work: General Pest Services

**H. CATALOG PRICING FOR PEST CONTROL SUPPLIES**

**SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- **Pest Control Glue Traps** to include but not limited to glue traps for: Mice & Rats, Snakes, Spiders, Moths, Aphids, Silverfish.
- **Pest Control Container-Type Traps** to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies.
- **Bait Boxes** to include but not limited to bait boxes for: Rats, Rodents.

<b>SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES</b>	
<p>SHELF PRICE DISCOUNTS: Flat rate of discount you will allow from your shelf price with the below noted exceptions:</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p style="text-align: center;"><i>Already included in discounted prices.</i></p>	<p style="text-align: right;">_____ %</p>

**INVOICING:** CONTRACTOR SHALL SUBMIT INVOICE TO APPROPRIATE JEFFERSON COUNTY OFFICE/DEPARTMENT FOR EACH STANDARD SERVICE VISIT, MISCELLANEOUS SERVICE PERFORMED, OR EACH SUPPLY ORDER. PAYMENT WILL BE MADE UNDER TERMS OF NET THIRTY (30) DAYS UNLESS OTHERWISE AGREED UPON BY CONTRACTOR AND JEFFERSON COUNTY PURCHASING DEPARTMENT.

The line-item price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

<b>BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):</b>	
Addendum 1	Date Received _____
Addendum 2	Date Received _____
Addendum 3	Date Received <u>5/21/24</u>
<p><i>Accepted</i></p>	
<b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b>	

**REQUIRED FORM**  
 Bidder: Please complete this form and include with bid submission.

**E. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
35. JEFFERSON COUNTY SHERIFF'S OFFICE: MARINE SAFETY PATROL 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Captain Jerry Lowe 409.726.2950	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
		CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ \_\_\_\_\_ PER STANDARD VISIT

**F. MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES**

DESCRIPTION OF SERVICE	SERVICE COST
36. BIRD CONTROL: Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: _____ _____	\$ _____
37. BIRD CONTROL: Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: _____ _____	\$ _____
38. SNAKE CONTROL: Snake Inspection and Prevention.	\$ _____
39. SNAKE CONTROL: Snake Removal to including Trapping Device.	\$ _____
40. BEE, WASP, YELLOW JACKET, AND HORNETS: Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$ _____
41. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB.	\$ _____
42. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB.	\$ _____
43. CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES): Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment. Following treatment, The Contractor shall reapply chemical treatment(s) at no cost to County if a live infestation is detected within a year of treatment service.	\$ _____

**G. PEST CONTROL SERVICES: LARGE JOBS**

44. DAY TECHNICIAN, AS REQUIRED: Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.		
A. HOURLY RATE \$ _____ PER HOUR	B. DAILY RATE \$ _____ PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ _____ PER WEEK (5 DAYS, 40 HOURS)



D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
31. JUVENILE PROBATION 900 4 <sup>th</sup> STREET PORT ARTHUR, TX 77640	3,740 Brick	Kenneth Shepard 409.983.8307	5PM- 12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
	CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
32. PRECINCT # 3 SERVICE CENTER 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,140 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
	CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
33. PRECINCT # 3 STOCKYARD 24420 HWY. 124 HAMSHIRE, TX 77622	5,006 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
	CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
34. PRECINCT # 3 SERVICE CENTER STORAGE SHED 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
	CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 HWY 69 S. BEAUMONT, TX 77705	UNKNOWN.	Captain Kenneth Harrell 409.719.2592	8AM -- 5PM BY APPT.	\$ _____			\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ _____			\$ _____
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
28. SUB COURTHOUSE 525 LAKESHORE DR. PORT ARTHUR, TX 77640	19,700 Limestone	Kenneth Shepard 409.983.8307	5PM-12A0M midnight BY APPT.	\$ _____			\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ _____			\$ _____
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
29. SUB COURTHOUSE MAINTENANCE 709 LAKESHORE DR. PORT ARTHUR, TX 77640	2,000 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	\$ _____			\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ _____			\$ _____
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
30. HEALTH & WELFARE 246 DALLAS AVENUE PORT ARTHUR, TX 77640	14,340 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	\$ _____			\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ _____			\$ _____
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
22. MID-COUNTY TAX OFFICE 4605 JERRY WARE DR. BEAUMONT, TX 77705	2,746 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
				CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
23. MID-COUNTY OFFICE BUILDING 7933 VITERBO RD. BEAUMONT, TX 77705	15,000 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
				CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. # 4 19217 HWY 365 BEAUMONT, TX 77705	3,800 Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
				CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
25. PRECINCT # 2 SERVICE CENTER 7759 VITERBO RD. BEAUMONT, TX 77705	14,400 Metal	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
				CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
26. JEFFERSON COUNTY SERVICE CENTER 7789 VITERBO RD. BEAUMONT, TX 77705	UNKNOWN	Joe Zurita 409.757.5937	7:00 AM-4:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
				CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 JERRY WARE DR. BEAUMONT, TX. 77705	3,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
			CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 JERRY WARE DR SUITE 500 BEAUMONT, TX 77705	5,794 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
			CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
19. JACK BROOKS REGIONAL AIRPORT HANGAR # 7 OFFICE 4605 AIRPPORT 3 <sup>rd</sup> ST. BEAUMONT, TX 77705	4,500 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
			CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
20. JACK BROOKS REGIONAL AIRPORT MAINTENANCE SHOP 4875 PARKER DR. (REAR) BEAUMONT, TX 77705	1,800 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
			CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 HANGAR DRIVE BEAUMONT, TX 77705	4,500 Metal	Captain Jerry Lowe 409.726.2950	8PM - 5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
			CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**BID FORM (CONTINUED) PAGE 4 OF 10**

**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	12X	ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 FIRST STREET BEAUMONT, TX 77705	UNKNOWN	Denise Marcel 409.719.5940	8AM-4PM Monday-Thursday				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
14. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 HWY 69 S. BEAUMONT, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409.722.7474	After 2PM				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 JERRY WARE DR. BEAUMONT, TX 77705	20,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							
16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 AIRLINE DR. BEAUMONT, TX 77705	41,988 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM, Monday-Friday				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
9. PRECINCT # 4 SERVICE CENTER 7790 BOYT ROAD BEAUMONT, TX 77713	20,649 Brick/Block	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT.							
10. PRECINCT # 4 STOCKYARD BUILDING 2202 HERBERT ROAD BEAUMONT, TX 77705	627 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT.							
11. PRECINCT # 4 STOCKYARD 2202 HERBERT ROAD BEAUMONT, TX 77705	2,694 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT.							
12. BEN ROGERS VISITORS CENTER 5055 INTERSTATE 10 S BEAUMONT, TX 77705	UNKNOWN	Kathi Hughes 409.842.0500	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED		INCLUDED
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED		NOT INCLUDED				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT.							

A. BEAUMONT SERVICE LOCATIONS (CONTINUED)

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
5. ANNEX II BUILDING 1295 PEARL ST. BEAUMONT, TX 77701	25,032 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
6. ADULT PROBATION BUILDING 820 NECHES BEAUMONT, TX 77701	20,832	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
7. PUBLIC HEALTH 1295 PEARL STREET BEAUMONT, TX 77701	3,700 Brick	Greg Keller 409.835.8511	5PM-12AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							
8. PRECINCT #1 SERVICE CENTER 20205 HWY. 90 CHINA, TX 77613	7,340	Jody Jannise 409.434.5430	7AM-4PM Monday-- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD SERVICE VISIT.							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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FAX: (409) 835-8456

**BID FORM – PAGE 1 OF 10**

**I. STANDARD SERVICE (PEST CONTROL SERVICE VISITS)**

**SERVICE FREQUENCY:** EACH COUNTY LOCATION WILL CHOOSE ONE OF THE SERVICE FREQUENCY OPTIONS BELOW.

**BID PRICES MUST INCLUDE:** ALL LABOR, MATERIALS, AND ALL INCIDENTALS REQUIRED TO SERVICE SCOPE OF WORK.

**A. BEAUMONT SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
1. COURTHOUSE (HISTORIC) 1149 PEARL ST. BEAUMONT, TX 77701	242,899 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$ 60.00		\$ 720.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$			\$
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.							
2. COURTHOUSE (NEWER) 1001 PEARL ST. BEAUMONT, TX 77701	220,000 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$ 60.00		\$ 720.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$			\$
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.							
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 PEARL ST. BEAUMONT, TX 77701	102,745 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$ 30.00		\$ 360.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$			\$
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.							





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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES		
				(1) ONE VISIT PER MONTH	PER VISIT	ANNUAL TOTAL
4. ANNEX I BUILDING 1125 PEARL ST. BEAUMONT, TX 77701	33,553 Brick	Greg Keller 409.835.8511	8AM-5PM			
					\$ 30.00	X 12
				CALL BACK VISITS:	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4
				\$	\$	
				CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES		
				(1) ONE VISIT PER MONTH	PER VISIT	ANNUAL TOTAL
5. ANNEX II BUILDING 1295 PEARL ST. BEAUMONT, TX 77701	25,032 Brick	Greg Keller 409.835.8511	8AM-5PM			
					\$ 30.00	X 12
				CALL BACK VISITS:	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4
				\$	\$	
				CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES		
				(1) ONE VISIT PER MONTH	PER VISIT	ANNUAL TOTAL
6. ADULT PROBATION BUILDING 820 NECHES BEAUMONT, TX 77701	20,832	Greg Keller 409.835.8511	8AM-5PM			
					\$ 45.00	X 12
				CALL BACK VISITS:	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4
				\$	\$	
				CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
7. PUBLIC HEALTH 1295 PEARL STREET BEAUMONT, TX 77701	3,700 Brick	Greg Keller 409.835.8511	5PM- 12AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 30.00		\$ 360.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$			\$
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
8. PRECINCT # 1 SERVICE CENTER 20205 HWY. 90 CHINA, TX 77613	7,340	Jody Jannise 409.434.5430	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$		\$
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 50.00			\$ 200.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
9. PRECINCT # 4 SERVICE CENTER 7790 BOYT ROAD BEAUMONT, TX 77713	20,649 Brick/Block	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$		\$
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 50.00			\$ 200.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT.



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
10. PRECINCT # 4 STOCKYARD BUILDING 2202 HERBERT ROAD BEAUMONT, TX 77705	627 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>38.00</u>		\$ <u>152.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT.							
11. PRECINCT # 4 STOCKYARD 2202 HERBERT ROAD BEAUMONT, TX 77705	2,694 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>20.00</u>		\$ <u>80.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT.							
12. BEN ROGERS VISITORS CENTER 5055 INTERSTATE 10 S BEAUMONT, TX 77705	10,400	Kathi Hughes 409.842.0500	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS Change to Quarterly	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>70.00</u>		\$ <u>280.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT.							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 FIRST STREET BEAUMONT, TX 77705	10,058	Denise Marcel 409.719.5940	8AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	12X	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>75.00</u>		\$ <u>300.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
14. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 HWY 69 S. BEAUMONT, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409.722.7474	After 2PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ <u>80.00</u>		\$ <u>960.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 JERRY WARE DR. BEAUMONT, TX 77705	20,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>65.00</u>		\$ <u>260.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 AIRLINE DR. BEAUMONT, TX 77705	41,988 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM, Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 50.00		\$ 200.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 JERRY WARE DR. BEAUMONT, TX. 77705	3,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 55.00		\$ 220.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 JERRY WARE DR SUITE 500 BEAUMONT, TX 77705	5,794 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 62.00		\$ 248.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

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1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
19. JACK BROOKS REGIONAL AIRPORT HANGAR # 7 OFFICE 4605 AIRPPORT 3 <sup>rd</sup> ST. BEAUMONT, TX 77705	4,500 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday- Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ _____	X 12	ANNUAL TOTAL \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ <u>65.00</u>	X 4	ANNUAL TOTAL \$ <u>260.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
20. JACK BROOKS REGIONAL AIRPORT MAINTENANCE SHOP 4875 PARKER DR. (REAR) BEAUMONT, TX 77705	1,800 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday- Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ _____	X 12	ANNUAL TOTAL \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ <u>65.00</u>	X 4	ANNUAL TOTAL \$ <u>260.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 HANGAR DRIVE BEAUMONT, TX 77705	4,500 Metal	Captain Jerry Lowe 409.726.2950	8PM - 5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ _____	X 12	ANNUAL TOTAL \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ <u>65.00</u>	X 4	ANNUAL TOTAL \$ <u>260.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
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 FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
22. MID-COUNTY TAX OFFICE 4605 JERRY WARE DR. BEAUMONT, TX 77705	2,746 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>50.00</u>		\$ <u>200.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
23. MID-COUNTY OFFICE BUILDING 7933 VITERBO RD. BEAUMONT, TX 77705	15,000 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>65.00</u>		\$ <u>260.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. # 4 19217 HWY 365 BEAUMONT, TX 77705	3,800 Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>65.00</u>		\$ <u>260.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
25. PRECINCT # 2 SERVICE CENTER 7759 VITERBO RD. BEAUMONT, TX 77705	14,400 Metal	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>65.00</u>		\$ <u>260.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
26. JEFFERSON COUNTY SERVICE CENTER 7789 VITERBO RD. BEAUMONT, TX 77705	8,252	Joe Zurita 409.757.5937	7:00 AM-4:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 85.00		\$ 340.00				
		CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 HWY 69 S. BEAUMONT, TX 77705	287,783	Captain Kenneth Harrell 409.719.2592	8AM--5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 1,570.00		\$ 18,840.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ _____		\$ _____				
		CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
28. SUB COURTHOUSE 525 LAKESHORE DR. PORT ARTHUR, TX 77640	19,700 Limestone	Kenneth Shepard 409.983.8307	5PM-12AOM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 60.00		\$ 240.00				
		CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
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OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
29. SUB COURTHOUSE MAINTENANCE 709 LAKESHORE DR. PORT ARTHUR, TX 77640	2,000 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 45.00		\$ 180.00				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							
30. HEALTH & WELFARE 246 DALLAS AVENUE PORT ARTHUR, TX 77640	14,340 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 50.00		\$ 200.00				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
31. JUVENILE PROBATION 900 4 <sup>th</sup> STREET PORT ARTHUR, TX 77640	3,740 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 40.00		\$ 160.00				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

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FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
32. PRECINCT # 3 SERVICE CENTER 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,140 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 65.00		\$ 260.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT							
33. PRECINCT # 3 STOCKYARD 24420 HWY. 124 HAMSHIRE, TX 77622	5,396 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 37.00		\$ 148.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT							
34. PRECINCT # 3 SERVICE CENTER STORAGE SHED 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____		\$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 60.00		\$ 240.00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD VISIT							



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

**G. PEST CONTROL SERVICES: LARGE JOBS**

<b>44. DAY TECHNICIAN, AS REQUIRED:</b> Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.		
A. HOURLY RATE \$ <u>30.00</u> PER HOUR	B. DAILY RATE \$ <u>240.00</u> PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ <u>1,200.00</u> PER WEEK (5 DAYS, 40 HOURS)

**H. CATALOG PRICING FOR PEST CONTROL SUPPLIES**

**SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- **Pest Control Glue Traps** to include but not limited to glue traps for: Mice & Rats, Snakes, Spiders, Moths, Aphids, Silverfish. Lg rat trapper glue boards \$2.50 unit / Mouse glue board \$0.50 unit
- **Pest Control Container-Type Traps** to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies. Mantis 1X2 Fly machine \$200.00 unit + mounting fee / small scorpion fly machine \$60.00 unit  
 Glue board Maintenance varies how many stations
- **Bait Boxes** to include but not limited to bait boxes for: Rats, Rodents.  
 Discount-\$25.00 1 time fee customer owns them - Baiting Quarterly varies with how many new rodent stations

<b>SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES</b>	
<b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions:	<u>N/A</u> %
<u>Chemical Products have increased in price 2 times last</u>	
<u>year (2023) we cannot consider discounts due to pricing variables</u>	

**INVOICING:** CONTRACTOR SHALL SUBMIT INVOICE TO APPROPRIATE JEFFERSON COUNTY OFFICE/DEPARTMENT *FOR EACH* STANDARD SERVICE VISIT, MISCELLANEOUS SERVICE PERFORMED, OR EACH SUPPLY ORDER. PAYMENT WILL BE MADE UNDER TERMS OF NET THIRTY (30) DAYS UNLESS OTHERWISE AGREED UPON BY CONTRACTOR AND JEFFERSON COUNTY PURCHASING DEPARTMENT.

The line-item price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

<b>BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):</b>	
Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____
<b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b>	

<b>REQUIRED FORM</b> <b>Bidder: Please complete this form and include with bid submission.</b>
---



**TEXAS DEPARTMENT OF AGRICULTURE**  
 COMMISSIONER SID MILLER  
 P. O. BOX 12847 AUSTIN, TX 78711-2847  
 (877) 542-2474  
 For the hearing impaired: (800) 735-2989 (TDD)  
 (800) 735-2988 (VOICE)  
 www.TexasAgriculture.gov

**SPCS BUSINESS LICENSE**

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

TDA TPCL No. : 0771797  
 SPCB TPCL : 11907  
 Expiration Date : 10/31/2024

AATTABOY TERMITE & PEST CONTROL INC  
 206 E MYRES ST  
 ORANGE TX 77630

**TEXAS DEPARTMENT OF AGRICULTURE**  
 COMMISSIONER SID MILLER  
 P. O. BOX 12847 AUSTIN, TEXAS 78711-2847  
 (877) LIC-AGRI (877-542-2474)  
 For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE  
 www.TexasAgriculture.gov



**COMMERCIAL CERTIFIED APPLICATOR LICENSE**

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, Title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

LEONARD PAPANIA  
 AATTABOY TERMITE & PEST CONTROL INC  
 206 E MYRES ST  
 ORANGE TX 77630

TDA TPCL No: 0771797  
 License No: 0561419  
 SPCB TPCL No: 11907  
 Issue Date: 11/09/2000  
 Expiration Date: 10/31/2024  
 Categories:

L,P,T,W



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**  
April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-013/JW) **Term Contract for Pest Control Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** PEST CONTROL SERVICES FOR JEFFERSON COUNTY  
**BID NUMBER:** IFB 24-013/JW  
**DUE BY TIME/DATE:** 11:00 AM CT, WEDNESDAY, JUNE 5, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

A handwritten signature in cursive script that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
**The Examiner:**  
May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and One (1) Bid Copy; *with both copies* to include a Completed Copy of this specifications packet, *in its entirety*.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

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By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

#### **1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 BID ALTERATIONS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 QUANTITIES.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 ADDENDA.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.



**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

#### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

#### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

#### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. CONTRACT.**

#### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

#### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

**4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**10. FISCAL FUNDING.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

**By signing the offer section of the Offer and Acceptance page, Bidder certifies:**

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>



orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient]

	<p>under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.</p> <p>In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>,</p> <p>"Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.</p> <p>These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit</p>	2 CFR 200 APPENDIX II (F)

	Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	
>\$150,000	Clean Air Act ( <u>42 U.S.C. 7401-7671q.</u> ) and the Federal Water Pollution Control Act ( <u>33 U.S.C. 1251-1387</u> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> ) and the Federal Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323

<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul> </li> </ul> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	2 CFR 200.216
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None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a</p>	Texas Government Code 2252.152



	<p>list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Massey Services Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Wendy Sims Account Manager

Name and Title of Contractor's Authorized Official

06-03-24

Date

### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

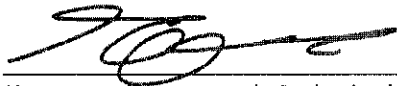
**DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Massey Services Inc certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Wendy Sims Account Manager

Name and Title of Contractor's Authorized Official

06-03-24

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

---

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

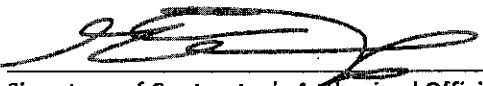
**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Wendy Sims Account Manager

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

06-03-24

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

**SITE VISITS PRIOR TO BID SUBMISSION:** Prospective Bidders may view location(s) or area(s) to be serviced by making site visit arrangements with the appropriate Jefferson County Point of Contact (Person), as listed on the **BID FORM (PAGES 50-56)**. It is **highly encouraged that Bidders make these arrangements as soon as possible, to ensure availability of the appropriate County staff to conduct site visit.**

**BIDDER IS RESPONSIBLE FOR SUBMISSION OF:** One (1) Original and One (1) Bid Copy; ***with both copies*** to include a completed copy of this specifications packet, ***in its entirety.***

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a bid submission being declared as non-responsive.

#### **BIDS MUST BE SUBMITTED IN COMPLETE ORIGINAL FORM BY MAIL OR COURIER TO:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701  
Attention: Deborah Clark, Purchasing Agent

#### **BID SUBMISSION DEADLINE: 11:00 AM CT, WEDNESDAY, JUNE 5, 2024**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers/couriers.

Late bids will not be accepted, and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this Invitation for Bid shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Jefferson County Purchasing Department prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 1, 2024	Monday	New Year's
January 15, 2024	Monday	Martin Luther King, Jr. Day
March 29, 2024	Friday	Good Friday
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth
July 4, 2024	Thursday	Independence Day
September 2, 2024	Monday	Labor Day
November 11, 2024	Monday	Veteran's Day
November 28-29, 2024	Thursday & Friday	Thanksgiving
December 25-26, 2024	Wednesday & Thursday	Christmas
January 1, 2025	Wednesday	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is **5:00 PM CT MONDAY, MAY 20, 2024.**

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**





# MASSEY SERVICES INC

Unique Entity ID <b>JHMKJJAKPMK8</b>	CAGE / NCAGE <b>6P1S7</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 23, 2024</b>	
Physical Address <b>315 Groveland ST Orlando, Florida 32804-4052 United States</b>	Mailing Address <b>315 Groveland ST. Orlando, Florida 32804-4052 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 10</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>http://www.masseyservices.com</b>

## Registration Dates

Activation Date <b>Oct 26, 2023</b>	Submission Date <b>Oct 24, 2023</b>	Initial Registration Date <b>Mar 6, 2012</b>
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## Entity Dates

Entity Start Date <b>Feb 20, 1985</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
EFT Indicator <b>0000</b>	CAGE Code <b>6P1S7</b>

**Points of Contact**

**Electronic Business**

⌘ <b>Ian Robinson</b>	<b>315 Groveland Street Orlando, Florida 32804 United States</b>
Rita Barnes	315 Groveland Street Orlando, Florida 32804 United States

**Government Business**

⌘ <b>Ian Robinson</b>	<b>315 Groveland Street Orlando, Florida 32804 United States</b>
Rita Barnes	315 Groveland Street Orlando, Florida 32804 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>561710</b>	<b>Exterminating And Pest Control Services</b>
	<b>561730</b>	<b>Landscaping Services</b>

**Disaster Response**

This entity does not appear in the disaster response registry.

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

### 2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

#### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

#### **FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

**SAMPLE COMPLETED FORM 1295**

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>							
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE									
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS									
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE									
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.								
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.								
<b>5</b> Check only if there is no Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span>									
<b>6 UNSWORN DECLARATION</b> VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.									
My name is _____, and my date of birth is _____.									
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)									
I declare under penalty of perjury that the foregoing is true and correct.									
Executed in _____ County, State of _____, on the _____ day of _____, 20_____.									
_____ Signature of authorized agent of contracting business entity (Declarant)									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>									

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017  
 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1169676

Date Filed:  
06/02/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Massey Services Inc  
Oak Ridge North, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

PEST CONTROL SERVICES FOR JEFFERSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FB 24-013/JW  
Pest Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Massey Services Inc	Oak Ridge North, TX United States	X	

5 Check only if there is NO Interested Party.

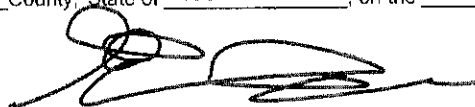
### 6 UNSWORN DECLARATION

My name is Wendy Sims, and my date of birth is 08-31-1972.

My address is 7802 Theisswood Rd, Spring, Tx, 77379, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 2nd day of June, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

**Property Insurance (policy below that is applicable to this project):**

- Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
- Builder's Risk Policy: Structural Coverage for Construction Projects
- Installation Floater Policy: Improvements/Alterations to Existing Structure

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Sub-Contractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

**11.9** The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

**11.9.1** Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.



- 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1 – 11.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the written notation that "Jefferson County is an Additional Insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services 333 S. Garland Ave Orlando FL 32801-4927	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertOrlando@McGriff.com		FAX (A/C, No): 888-635-4183
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Massey Services, Inc. 315 Groveland Street Orlando FL 32804	131MASSESER		<b>INSURER A:</b> Great American E&S Insurance Company 37532
			<b>INSURER B:</b> XL Insurance America, Inc. 24554
			<b>INSURER C:</b>
			<b>INSURER D:</b>
			<b>INSURER E:</b>
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1169585929

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	PLE66240403	1/31/2024	1/31/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Per Project Aggregate	\$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	US00087754LI24A	1/31/2024	1/31/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							Prod/Compl Operations	\$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions Pesticide/Herbicide Applicators Coverage			PLE66240403	1/31/2024	1/31/2025	Included in General Liability Coverage	


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability Policy Info:  
 Colony Insurance Company, Excess Liability Policy #EXO4287007, Effective 1/31/24 to 1/31/25, \$5,000,000 Occurrence/Aggregate Limit  
 Allied World Assurance Company, Excess Liability Policy #03141554, Effective 1/31/24 to 1/31/25, \$10,000,000 Occurrence/Aggregate Limit

Additional Insured status is granted with respect to General Liability if required by written Contract, per endorsements "Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required in Construction Agreement with You" Form #RMU 2010 (10/22) and "Additional Insured Owners, Lessees or Contractors - Completed Operations" Form #RMU 2001 (10/16).

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Massey Services, Inc 315 Groveland St. Orlando FL 32804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY McGriff Insurance Services		NAMED INSURED Massey Services, Inc. 315 Groveland Street Orlando FL 32804	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Additional Insured status is granted with respect to Umbrella Liability coverage, per "Commercial Umbrella Liability Coverage Form" #CUU 050 (08/05).

Primary & Non-Contributory applies for General Liability, if required by written contract or agreement, per "Amendment – Other Insurance Condition - Primary and Noncontributory" Form #RSM 7102 (04/19).

General Liability includes Waiver of Subrogation, if required by written contract or agreement, per "Waiver of Transfer of Rights of Recovery Against Others to Us" Form #CG 24 04 (12/19).

With respects to General Liability, a 60 Day Notice of Cancellation applies, other than nonpayment of premium, if required by written contract, per "Notice of Cancellation to Designated Entity" Form RSM 3259 (11/19).

Umbrella Liability policy is Follow Form of the underlying General Liability policy, subject to policy terms and conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured, minus the amount of damages payable by you within the "self-insured retention"; or
2. Available in excess of the "self-insured retention" under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

**This endorsement does not change any other provision of the policy.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE  
FORM**

**Schedule**

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
Where Required by Written Contract	Any location where "your work" has been performed for that additional insured or organization

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE AND SELF-INSURED RETENTION:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The amount of insurance required by the contract or agreement, minus the amount of damages payable by you within the "self-insured retention"; or
2. The amount of insurance available in excess of the "self-insured retention" under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**This endorsement does not change any other provision of the policy.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT-OTHER INSURANCE CONDITION-PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**Schedule:**

**Name of Additional Insured:**  
Where Required By Written Contract  
**Locations:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to add:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured under your policy listed in the Schedule above, provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

This endorsement does not apply to any Additional Insured not specifically listed in the Schedule above.

**B. PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM, SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, 4. Other Insurance** is amended to add:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured under your policy listed in the Schedule above, provided that:

3. The Additional Insured is a Named Insured under such other insurance; and
4. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

This endorsement does not apply to any Additional Insured not specifically listed in the Schedule above.

**This endorsement does not change any other provision of this policy.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

## COMMERCIAL UMBRELLA LIABILITY POLICY

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Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the "Named Insured" shown in Item 1 of the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI. Definitions.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limits of Insurance, Exclusions, Conditions, Definitions and other terms of this Policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the "Named Insured" to provide coverage as follows:

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### SECTION I. INSURING AGREEMENTS

#### Coverage

- A. We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay as damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to which this insurance applies.

The amount we will pay for damages is limited as described in Section III. Limits of Insurance.

If we are prevented by law or statute from paying damages covered by this Policy on behalf of the "Insured", then we will indemnify the "Insured" for those sums in excess of the "Retained Limit".

- B. This Policy applies:

1. To "Bodily Injury" or "Property Damage" only if the "Bodily Injury" or "Property Damage" is caused by an "Occurrence" that takes place anywhere, and the "Bodily Injury" or "Property Damage" occurs during the "Policy Period";
2. To "Personal and Advertising Injury" only if the "Personal and Advertising Injury" is caused by an "Occurrence" that takes place anywhere arising out of your business, but only if the "Occurrence" was committed during the "Policy Period"; and
3. To "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" only if prior to the "Policy Period" no "Insured" designated in Section VI. Definitions, F. Insured, Paragraphs 1. and 2., no manager in your risk management, insurance or legal department and no employee who was authorized by you to give or receive notice of an "Occurrence", claim or "Suit", knew that the "Bodily Injury" or "Property Damage" had occurred, in whole or in part, or that an "Occurrence" had been committed that caused "Personal and Advertising Injury". If such an "Insured", manager or authorized employee knew, prior to the "Policy Period", that the "Bodily Injury" or "Property Damage" had occurred or that an "Occurrence" had been committed that caused "Personal and Advertising Injury", then any continuation, change or resumption of such "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" during or after the "Policy Period" will be deemed to have been known prior to the "Policy Period".

## SECTION VI. DEFINITIONS

- A.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "Advertisement".
- B.** "Auto" means:
1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor insurance law in the state where it is licensed or principally garaged.
- However, "Auto" does not include "Mobile Equipment".
- C.** "Bodily injury" means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
- D.** "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- E.** "Impaired Property" means tangible property, other than "Your Product" or "Your Work", that cannot be used or is less useful because:
1. It incorporates "Your Product" or "Your Work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. The repair, replacement, adjustment or removal of "Your Product" or "Your Work"; or
  2. Your fulfilling the terms of the contract or agreement.
- F.** "Insured" means:
1. The "Named Insured"; and
  2. If you are designated in the Declarations as:
    - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
3. Your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  4. Your volunteer workers, but only while performing duties related to the conduct of your business.
  5. Any person (other than your employee or volunteer worker) or any organization while acting as your real estate manager.
  6. Your legal representative if you die, but only with respect to duties as such. That representative will have your rights and duties under this Policy.
  7. Any person or organization, other than the "Named Insured" included as an additional insured under "Scheduled Underlying Insurance," but not for broader coverage than would be afforded by such "Scheduled Underlying Insurance."

Notwithstanding any of the above:

- a. No person or organization is an "Insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1 of the Declarations; and
- b. No person or organization is an "Insured" under this Policy who is not an "Insured" under "Scheduled Underlying Insurance".

**G. "Insured Contract" means:**

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured Contract";
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** IFB 24-013/JW, TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

**Bidder's Company/Business Name:** Massey Services Inc

**Bidder's TAX ID Number:** 59-2557150

*If Applicable:* **HUB Vendor No.** N/A **DBE Vendor No.** N/A

**Contact Person:** Wendy Sims **Title:** Account Manager

**Phone Number (with area code):** 832-607-7351

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** wendy.sims@masseyservices.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

26797 Hanna Rd bld 3 ste 2

Address

Oak Ridge North, Tx 77385

City, State, Zip Code

**REQUIRED FORM**  
**Bidder:** Please complete this form  
and include with bid submission.

## SECTION 4: MINIMUM SPECIFICATIONS

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**INTRODUCTION:** Jefferson County, Texas is currently seeking qualified Bidders for a Term Contract for Pest Control Services for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

The following requirements and specifications supersede General Requirements where applicable. Contact Mistey Reeves, Assistant Purchasing Agent at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) regarding any questions or comments. Please reference bid number IFB 24-013/JW. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

### **4.1 CONTRACTOR REQUIREMENTS:**

The Structural Pest Control Act (Chapter 1951 of the Occupations Code) requires licensing of businesses and individuals that perform structural pest control for hire.

Structural pest control includes but is not limited to pests that may infest parks, buildings or structures and adjacent areas, industrial plants, streets, docks, railroad cars, trucks, ships or airplanes. Structural pest control includes the following activities for compensation:

- Identifying Infestations
- Making Inspection Reports
- Providing Recommendations
- Submitting Estimates or Bids
- Contracting
- Performing Services to Prevent, Control or Eliminate Infestations, or advertising such services.

### **CONTRACTOR SHALL:**

1. Have been engaged in the business of providing commercial structural Pest Control Services for a minimum of three (3) years within the last five (5) years.
2. Have a current business license from the Texas Structural Pest Control Board.
3. Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, 593.1
4. Provide documentation of applicable license (pest control), certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by Jefferson County. Jefferson County reserves the right to request documentation at any time during contract/renewed contract term.
5. Shall be on-site to perform the INITIAL SERVICE VISIT for each identified County location to receive service within the first thirty (30) days of the contract execution date.

### **4.2 CONTRACT DEFINITIONS:**

a. **"SERVICE LOCATION"**: For purposes of this term contract, a ***"SERVICE LOCATION" is defined as*** a designated building or buildings or portion of a building owned or leased by the County at the address given. Each Service Location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.

b. **"STANDARD PEST CONTROL SERVICE"**: For purposes of this term contract, ***"STANDARD PEST CONTROL SERVICE" is defined as*** regularly scheduled Pest Control visits to all County locations as specified for the purpose of pest control maintenance and treatment. Vendors monthly and quarterly cost is to include all labor, fuel, and

material costs. Vendor shall not charge a separate "Trip Charge," "Truck Charge," or "Service Call" under the Contract. No minimum charges per trip will be allowed.

c. **"ADDITIONAL SERVICE VISIT"**: For purposes of this term contract, "ADDITIONAL SERVICE VISIT" *is defined as* an additional visit that has been requested by Point of Contact of a County location **that is not being serviced monthly, TO BE INVOICED AT A PER VISIT RATE.**

d. **"LARGE JOB SERVICE VISIT"**: For purposes of this term contract, "LARGE JOB SERVICE VISIT" is defined as a service visit that has been requested for a "large job" that requires more service time and possibly skill to perform than a Standard Pest Control Service Treatment.



## SECTION 5: SCOPE OF WORK: STANDARD PEST CONTROL SERVICE VISITS

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**STANDARD PEST CONTROL SERVICE** visits shall include the following services and adhere to the following:

During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; and all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated as follows:

- a. Indoor populations of rats, mice, bats, cockroaches, all varieties of ants, flies, spiders, millipedes, earwigs, moths, beetles, any other arthropod pests, and other similar insect or pests that may be encountered.
- b. Populations of the above pests that are located outside the building but within the property boundaries of the buildings.

### **5.1 INSECT CONTROL:**

Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible.

*For example:*

- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants, and for control of spiders in webs wherever possible.
- Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever possible.

**Application of Insecticides to Cracks and Crevices:** As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only (application with a tool or nozzle specifically designed for crack and crevice injection), defined as "treatments in which the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process."

**Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the Point of Contact prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made during regular County hours of operation or when any personnel or general public are present. The Contractor shall take all necessary precautions to ensure safe application; and all necessary steps to ensure the containment of the pesticide at the site application.

**Insecticide Bait Formulations:** Bait formulations shall be used for cockroach and ant control wherever appropriate.

**Monitoring:** Glue Traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

Contractor will not be required to supply extra glue traps beyond those necessary for insect control efforts at time of each service visit.

Contractor may opt to supply glue traps at a cost to the County by providing "SHELF PRICING."  
(SEE BID FORM, PAGE 57).

### **5.2 TREATMENT OF ANTS**

The treatment of ants shall be included as part of each Standard Pest Control Service Visit for all service locations. Contractor shall inspect surrounding lawns and landscaping every regularly scheduled service visit and treat any new activity as needed.

Eradication of fire ant beds, sugar ants, and crazy ants whether located indoors or outdoors, that are causing problems inside a structure are to be included in this contract.

If ants are coming from a mound that is located outdoors, but within 50 feet of the building, vendor will be required to not only control the ants indoors, but also to eradicate the mound. Mounds located outdoors that are not directly affecting the interior of the building shall be reported to Point of Contact.

## **5.2 RODENT CONTROL:**

**Rats/Rodents:** Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaw marks.

**Indoor Trapping:** As a general rule, Rodent Control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed and out of the general view and in protected areas so as to not be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule set up by the Contractor and approved by the Point of Contact. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

**Use of Rodenticides:** In exceptional circumstances, when Rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Point of Contact prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

### **All Bait shall be provided by Contractor. (and included as part of Standard Pest Control Service Visit.**

Bait Boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. Contractor will also be expected to service any existing bait stations.

The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

Maps showing the physical location of all devices placed in or around the buildings or on grounds must be submitted to each Point of Contact. These devices may include, but not limited to, monitoring boards, rodent bait stations or various traps.

## **5.3 OPERATING REQUIREMENTS/ADDITIONAL SERVICES:**

**INSPECTIONS:** Pest Control Services shall be inspected at the discretion of the County to determine if Contractor is safely and effectively carrying out Pest Control Services, and is compliant with Term Contract.

**STRUCTURAL MODIFICATIONS:** The County will facilitate any modification(s) to any structure included as a service location within these specifications and/or included in Term Contract Document.

**SQUARE FOOTAGE:** Square footage (as noted on the **BID FORM** included in these specifications (**PAGES 50-56**) is **estimated only**. Bidder is responsible for verification of all areas described within these specifications.

**TREATMENT SCHEDULE:** Contractor must provide each Jefferson County Department/Service Location's Point of Contact (staff person delegated) a Pest Control Treatment Schedule that will be followed on a regular basis.

**TREATMENT SCHEDULE REVISIONS:** Any proposed treatment schedule revisions must be approved by the County's Point of Contact.

**UPON ARRIVAL TO PROVIDE TREATMENT:** Contractor's Service Representative will report to each department's Point of Contact *prior* to performing any work.

**NOTICE OF TREATMENT POSTING:** Contractor shall provide and post in each facility a "Notice of Pest Control Treatment" as required by TSPCA. Each posting shall be displayed in a prominent location, in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the County will display the pest control sign in prominent location at the time of treatment.

**CALL BACKS: SHALL BE CONSTRUED AS SERVICE REQUESTS BY SERVICE LOCATIONS ON MONTHLY STANDARD PEST CONTROL SERVICE PLANS.** All callbacks shall be provided **AT NO CHARGE** to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds additional is needed, a recall for service to the facility will be completed by the Contractor **WITHIN (2) WORKING DAYS**.

SERVICE REQUESTS BY SERVICE LOCATIONS ON QUARTERLY STANDARD PEST CONTROL SERVICE PLANS SHALL BE **INVOICED AS AN ADDITIONAL SERVICE VISIT**.

**FREQUENCY OF STANDARD PEST CONTROL SERVICE VISITS:**

Each County Service Location will choose one of the following service frequency options:

**1.) SERVICE VISIT: ONCE A MONTH.**  
(12 VISITS PER YEAR)

**2.) SERVICE VISIT: ONCE EVERY 3 MONTHS.**  
(4 VISITS PER YEAR, WITH VISITS IN: JANUARY, APRIL, JULY, OCTOBER)

**3.) SERVICE VISIT: ADDITIONAL (Per Request of Point of Contact)**  
"ADDITIONAL" SERVICE VISIT MAY BE SCHEDULED FOR JEFFERSON COUNTY LOCATIONS THAT ARE NOT BEING SERVICED MONTHLY, AT A PER VISIT RATE.

**4. SERVICE VISIT: LARGE JOB. (Per Request of Point of Contact)**  
"LARGE JOB" SERVICE VISIT MAY BE SCHEDULED BY ANY JEFFERSON COUNTY LOCATION AS NEEDED, AT RATE(S) PROVIDED IN BID SUBMISSION.

**DOCUMENTATION OF WORK PERFORMED:** Must be signed by a Jefferson County employee or representative *at the time service is performed*.

**COMPLAINTS:** Should at any time the County become dissatisfied with Pest Control Service (Contractor), the successful Contractor shall be notified in writing by the County Purchasing Department regarding problems that occurred. The notice will detail the problems and site(s), which is/are experiencing the problems. The Contractor will be required to contact the County Purchasing Department to discuss possible solutions. The Contractor will then be given a date by which written response with proposed solutions must be submitted.

**NOTIFICATION OF INFESTATION:** The County's Point of Contact will notify the Contractor's Service Representative of any infestation problems. **If Contractor is unable to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County Point of Contact.**

## SECTION 6: SCOPE OF WORK: MISCELLANEOUS "AS-NEEDED" PEST CONTROL SERVICES

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**NORMAL BUSINESS HOURS WILL APPLY FOR ALL MISCELLANEOUS "AS-NEEDED" PEST CONTROL SERVICES.**

**MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES shall include the following services:**

### **6.1 BIRD CONTROL:**

- Hot Foot Treatment or equal method (below 20 feet).  
Note: Bidder shall indicate method of Bird Control being utilized on Bid Form.
- Control – Hot Foot Treatment or equal method (above 20 feet).  
Note: Bidder shall indicate the method of Bird Control being utilized on Bid Form.

### **6.2 SNAKE CONTROL:**

- Snake Inspection and Prevention
- Snake Removal to include trapping device(s)

### **6.3 BEE, WASP, YELLOW JACKET, and HORNET CONTROL:**

- Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming
- Removal of Bee, Wasp, Yellow Jacket and Hornet Hive (below 10 feet)
- Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (above 10 feet)

**BEE REMOVAL:** Honeybees benefit our environment, and while the County does appreciate their many benefits, when they infest structures, we are presented with a potentially dangerous situation. Because bees are so beneficial, it is important that removal is performed responsibly. Contractor shall remove a hive entirely, in order to prevent future infestation. If County location does not have a Beekeeper available to transport the hive, the Contractor will be responsible for making transportation arrangements.

Contractor shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services. As an employer, the vendor must comply with all federal, state, and local applicable laws, standards, and regulations with regard to their employees.

### **BEE KEEPER QUALIFICATIONS:**

1. Beekeepers will not be allowed to use any chemicals during the removal process.
  2. Beekeepers must be registered with the Texas Apiary Inspection Service, and possess a current permit authorizing the transportation of bees between counties in accordance with Sec. 131.043(b), Tex. Ag. Code.
  3. Beekeepers registered with the Texas Apiary Inspection Service are excluded from complying with the Texas Structural Pest Control Act pursuant to Texas Occupations Code, Chapter 1951, Structural Pest Control, Section 1951.056. (See: <http://www.statute.legis.state.tx.us/Docs/OC/htm/OC.1951.htm>).
- See also Attachment E, Existing Bee Laws – Chapter 131 of the Texas Agriculture Code.

### **6.5 CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES):**

Treatment shall be performed with the use of properly registered chemicals, pesticides (meeting all requirements included within this bid specification document), and/or the use of approved devices to provide adequate levels of protection and control at Jefferson County premises.

Service Cost shall include all labor, personnel, material, supplies, chemicals, etc., required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of one (1) year from the date of treatment. The Contractor shall reapply chemical treatment at no cost to the County when a live infestation is detected.

## SECTION 7: LARGE JOBS.

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Should the County need services that require more time or skill than a *Standard Pest Control Service Visit*, a **“LARGE JOB” Service Request** will be made by the County’s Point-of-Contact. Contractor will assign a Day Technician to perform the services requested/complete the project. Cost of service shall be invoiced in accordance with Contractor’s Bid Submission (BID FORM).

## SECTION 8: USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS

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### USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS:

The Contractor shall adhere to the following rules (as well as any applicable regulations as prescribed by the Texas Department of Agriculture) regarding the use of pesticides, chemicals, and poisons.

The Contractor shall be responsible for application of pesticides, chemicals, and poisons according to the manufacturer's label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

All pesticides, chemicals, and poisons used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract transport, handling, and use of all of all pesticides, chemicals, and poisons shall be in strict accordance with manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

**Receptacles:** Shall not be placed in an area readily accessible to the public.

**Approved Products:** Contractor shall not apply any pesticide product that has not been included by association of the Texas Structural Control Boards' green, yellow, and red lists or approved in writing by the County Purchasing Department.

**Pesticide Storage:** Receptacles shall not be placed in an area readily accessible to the public. Further, the Contractor shall not store any pesticide product on County premises.

Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **The Contractor shall provide to the Point Contact Person:** Current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to the Point Contact Person.

The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

**Extreme caution must be taken by the Contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and Pest Control Services.**

The Contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

**Minimizing Risk:** When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

## SECTION 9: BID SUBMISSION REQUIREMENT: STATEMENT OF THE METHODS.

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► BIDDER shall include a STATEMENT OF METHODS TO BE USED with Bid Submission.

*The Statement shall consist of the following parts:*

**a. Proposed Materials and Equipment for Service:**

Contractor shall provide current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to: Each Service Location's Point of Contact.

**b. Proposed Methods for Monitoring and Surveillance:**

The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

## SECTION 10: CATALOG PRICING FOR PEST CONTROL SUPPLIES

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### **PER THE SCOPE OF WORK FOR STANDARD PEST CONTROL SERVICE VISITS:**

Contractor **will not be required** to provide pest control supplies *beyond those necessary* for insect control efforts at time of each service visit. Providing "a stock" of "extras" of pest control supplies is not required or an expectation of the awarded Contractor.

Contractor *may instead choose* to offer **SHELF PRICING** for standard pest control supplies that may be utilized for the myriad of structure types within the County.

IT IS **NOT REQUIRED** FOR BIDDER TO BID/PROVIDE SHELF PRICING TO BE AWARDED THE CONTRACT FOR PEST CONTROL SERVICES CONTRACT. *IT IS SIMPLY AN OPTION OFFERED TO ALL BIDDERS.*

### **SPECIFIC PEST CONTROL PRODUCTS ITEMS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- Pest Control Glue Traps (BOX QUANTITY) to include but not limited to: Mouse & Rat, Snake, Spiders, Moth, Aphid, Silverfish.
- Pest Control Container-Type Traps (BOX QUANTITY) for Fruit Fly, Drain Fly, Black Fly, etc.
- Bait Stations.

NO GUARANTEE ANNUAL VOLUME: The County makes no assurance to purchase any given number of products.

### **IF BIDDER IS PROVIDING A BID ON "SHELF PRICING" FOR PEST CONTROL PRODUCTS, THEN THE FOLLOWING MUST BE PROVIDED WITH BID SUBMISSION:**

**CONTRACTOR MUST PROVIDE: APPLICATION INSTRUCTIONS OR MSDS SHEETS FOR ALL PEST CONTROL PRODUCTS THAT ARE ORDERED BY COUNTY.**

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the County. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

### **DELIVERY:**

The County desires to purchase Pest Control Products that are in stock, and can be delivered within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations as listed on the Bid Form) are to be included in bid price. Bidder bears freight charges.

**Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:**

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

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**TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 01, 02, 03, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Massey Services Inc

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

26797 Hanna Rd bld 3 Ste 2

\_\_\_\_\_  
Wendy Sims

\_\_\_\_\_  
Address


\_\_\_\_\_  
Name & Title

Oak Ridge North Tx 77385

\_\_\_\_\_  
832-607-7351

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

  
\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Wendy.sims@masseyservices.com

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Wendy Sims

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Account Manager

\_\_\_\_\_  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**ACCEPTANCE OF OFFER**

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**The Offer is hereby accepted for the following items: PEST CONTROL SERVICES FOR JEFFERSON COUNTY.  
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as **Contract No. 24-013/JW, Term Contract for Pest Control Services for Jefferson County**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

<hr/> <b>Jeff R. Branick, County Judge</b> <b>JEFFERSON COUNTY, TEXAS</b>	<hr/> <b>Date</b>
--	-------------------

**ATTEST:**

<hr/> <b>Roxanne Acosta Hellberg, County Clerk</b> <b>JEFFERSON COUNTY, TEXAS</b>	<hr/> <b>Date</b>
--	-------------------

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-013/JW
IFB TITLE: Term Contract for Pest Control Services for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 1
ISSUED (DATE): May 13, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:
Witness
Witness
Approved by Date:

Authorized Signature (Respondent)
Wendy Account Manager
Title of Person Signing Above
Wendy Sims
Typed Name of Business or Individual
26797 Hanna Rd Bld 3512 Oak Ridge N
Address TX 77385



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

1. Question: I was wondering if there was any way to provide rough numbers for the 4 locations that had missing square footage?

Answer: The following is the approximate square footage that is missing on the Bid Form.

1. Item #12 Ben Rogers Visitors Center – Approximate Square Footage 10,400.
2. Item #13 Mosquito Control – Approximate Square Footage 10,058.
3. Item #27 Sheriff's Office Correctional Facility – Approximate Square Footage 287,783.
4. Item #26 Service Center – Approximate Square Footage 8,252.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-013/JW
IFB TITLE: Term Contract for Pest Control Services for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 2
ISSUED (DATE): May 21, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:
Witness
Witness
Approved by Date:
Authorized Signature (Respondent)
Account Manager
Title of Person Signing Above
Wendy Sims
Typed Name of Business or Individual
267997 Hanna Rd Bld 3 st 2
Address
Oak Ridge Hl Tx 77385



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

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1. Question: Is pricing from a previous vendor who performed these services available?

Answer: The current awarded pricing is attached in Attachment A.

2. Question: Are measurements of the areas needing services available?

Answer: See the Bid Form beginning on page 49 of the specifications.

**Attachment A**

**CURRENT PRICING**

IFB 19-029/YS

Term Contract for Pest Control Services for Jefferson County

Awarded: June 17, 2019

Renewal 1: 6/16/2020 – 6/15/2021  
 Renewal 2: 6/15/2021 – 7/13/2022  
 Renewal 3: 7/13/2022 – 7/12/2023  
 Renewal 4: 7/12/2023 – 7/11/2024

Updated  
 06/29/2023

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
<b>A</b>	<b>Beaumont</b>					
1	<b>Courthouse – Old Building</b> 1149 Pearl Street Beaumont TX 77701	242,899  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$33.34</del> <del>\$34.34</del> \$35.34	<del>\$400.08</del> <del>\$412.08</del> \$424.08
2	<b>Courthouse – New Building</b> 1001 Pearl Street Beaumont TX 77701	220,000  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$33.34</del> <del>\$34.34</del> \$35.34	<del>\$400.08</del> <del>\$412.08</del> \$424.08
3	<b>Sheriff’s Department</b> 1001 Pearl Street Beaumont TX 77701	102,745  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$25.00</del> <del>\$25.75</del> \$26.75	<del>\$300.00</del> <del>\$309.00</del> \$321.00
4	<b>Annex I</b> 1225 Pearl Street Beaumont TX 77701	33,553  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$20.00</del> <del>\$20.60</del> \$21.60	<del>\$240.00</del> <del>\$247.20</del> \$259.20
5	<b>Annex II</b> 1295 Pearl Street Beaumont TX 77701	25,032  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$13.75</del> <del>\$14.16</del> \$15.16	<del>\$165.00</del> <del>\$169.95</del> \$181.92
6	<b>Service Center</b> 1295 Pearl Street Beaumont TX 77701	3,848  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$10.00</del> \$10.30	<del>\$120.00</del> \$123.60
7	<b>Adult Probation Building</b> 820 Neches Beaumont TX 77701	20,832  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$13.75</del> \$14.16	<del>\$165.00</del> \$169.95
8	<b>Jefferson County Women’s Center</b> 145 S. 11 <sup>th</sup> Street Beaumont TX 77702	9,600  Metal	Kim Atkins 409-833- 2391	1:00 pm – 3:30 pm	<del>\$45.00</del> \$46.35	<del>\$540.00</del> \$556.20
9	<b>Health &amp; Welfare</b> 1295 Pearl Street Beaumont TX 77701	3,700  Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	<del>\$10.00</del> \$10.30	<del>\$120.00</del> \$123.60



Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
10	<b>Precinct # 1 Service Center</b> 20205 Hwy. 90 China TX 77613	7,340	Jody Jannise 409-434- 5430	7:00 am – 4:00 pm, Monday – Thursday	<del>\$10.00</del> <del>\$10.30</del> \$16.30	<del>\$120.00</del> <del>\$123.60</del> \$195.60
11	<b>Precinct # 4 Service Center</b> 7790 Boyt Road Beaumont TX 77713	20,649 Brick/Block	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	<del>\$10.00</del> <del>\$10.30</del> \$15.30	<del>\$120.00</del> <del>\$123.60</del> \$183.60
12	<b>Precinct # 4 Stockyard Building</b> 2202 Hebert Road Beaumont TX 77705	627 Wood	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	<del>\$10.00</del> <del>\$10.30</del> \$12.30	<del>\$120.00</del> <del>\$123.60</del> \$147.60
13	<b>Precinct # 4 Stockyard</b> 2202 Herbert Road Beaumont TX 77705	2,694 Wood	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	<del>\$10.50</del> <del>\$10.82</del> \$12.82	<del>\$126.00</del> <del>\$129.78</del> \$153.84
14	<b>Ben Rogers Visitor's Center</b> 5055 Interstate 10 S Beaumont, TX 77705		Kathi Hughes 409-842- 0500	7:00 am – 4:00 pm, Monday - Thursday	\$21.67	<del>\$65.00</del> \$260.04
15	<b>Mosquito Control</b> 8905 First Street Beaumont, TX 77705		Denise Wheeler 409-719- 5940	8:00 am – 5:00 pm Monday- Friday	\$25.00	<del>\$75.00</del> \$300.00
				<b>Total</b>	<del>\$244.68</del> <del>\$252.02</del> <del>\$272.02</del> <del>\$293.69</del> \$318.69	<del>\$2,936.16</del> <del>\$3024.24</del> <del>\$3,264.27</del> <del>\$3,524.27</del> \$3,824.31
<b>B</b>	<b>Juvenile Justice Center</b>					
1	<b>Minnie Rogers Juvenile Justice Center</b> 5326 Hwy 69 S. Beaumont TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722- 7474	After 2:00 pm	<del>\$70.00</del> <del>\$72.10</del> \$77.10	<del>\$840.00</del> <del>\$865.20</del> \$925.20
				<b>Total</b>	<del>\$70.00</del> <del>\$72.10</del> \$77.10	<del>\$840.00</del> <del>\$865.20</del> \$925.20
<b>C</b>	<b>Airport and Mid County Facilities</b>					
1	<b>Jerry Ware Terminal – Jack Brooks Regional Airport</b> 5000 Jerry Ware Drive Beaumont TX 77705	20,000 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$18.00</del> <del>\$18.54</del> \$20.54	<del>\$216.00</del> <del>\$222.48</del> \$246.48
2	<b>Main Terminal Building – Jack Brooks Regional Airport</b> 6000 Airline Drive Beaumont TX 77705	41,988 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$18.50</del> <del>\$19.06</del> \$21.06	<del>\$222.00</del> <del>\$228.66</del> \$252.72

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
3	<b>Terminal II Annex – Jack Brooks Regional Airport</b> 5000 Jerry Ware Drive Beaumont TX 77705	3,000  Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$15.00</del> <del>\$15.45</del> \$17.45	<del>\$180.00</del> <del>\$185.40</del> \$209.40
4	<b>New Firehouse – Jack Brooks Regional Airport</b> 5000 Jerry Ware Dr., Suite 100 Beaumont TX 77705	5,794  Brick	Alex Rupp  409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$11.67</del> <del>\$12.02</del> \$14.02	<del>\$140.04</del> <del>\$144.24</del> \$168.24
5	<b>Hangar #7 Office - Jack Brooks Regional Airport</b> 4605 Airport 3 <sup>rd</sup> Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$19.75</del> <del>\$20.34</del> \$22.34	<del>\$237.00</del> <del>\$244.11</del> \$268.08
6	<b>Maintenance Shop Jack Brooks Regional Airport</b> 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	<del>\$19.75</del> <del>\$20.34</del> \$22.34	<del>\$237.00</del> <del>\$244.11</del> \$268.08
7	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday – Thursday	<del>\$13.74</del> <del>\$14.15</del> \$16.15	<del>\$164.88</del> <del>\$169.83</del> \$193.80
8	<b>Mid County Office Building</b> 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday – Thursday	<del>\$18.00</del> <del>\$18.54</del> \$20.54	<del>\$216.00</del> <del>\$222.48</del> \$246.48
9	<b>JP &amp; Constable Bldg Pct.# 4</b> 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday – Thursday	<del>\$18.00</del> <del>\$18.54</del> \$20.54	<del>\$216.00</del> <del>\$222.48</del> \$246.48
10	<b>Precinct # 2 Service Center</b> 7759 Viterbo Road Beaumont TX 77705	14,400 Metal	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday – Thursday	<del>\$18.00</del> <del>\$18.54</del> \$20.54	<del>\$216.00</del> <del>\$222.48</del> \$246.48
11	<b>Precinct # 2 Labelle Yard</b> 12911 Hwy 365 Beaumont TX 77705	4,200 Steel & Wood	Bobby Kelly 409-626- 1557	6:15 am – 5:00 pm Monday – Thursday	<del>\$21.00</del> <del>\$21.63</del> \$23.63	<del>\$252.00</del> <del>\$259.56</del> \$283.56

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
12	<b>Jefferson County Sheriff's Office- Narcotics Division Office</b> 4640 Hangar Drive Beaumont TX 77705	4,500 Metal	Captain Jerry Lowe 409-726- 2950	8:00 am – 5:00 pm By Appointment.	\$18.34 \$18.89 \$20.89	\$220.08 \$226.68 \$250.68
13	<b>Service Center</b> 7789 Vitterbo Rd. Beaumont, TX 77705		Joe Zurita 409-727- 5937	7:00 am – 4:00 pm, Monday - Thursday	\$28.33	\$339.96
<b>Total</b>					<del>\$209.75</del> <del>\$216.04</del> <del>\$240.04</del> <del>\$268.37</del>	<del>\$2,517.00</del> <del>\$2592.51</del> <del>\$2,880.48</del> <del>\$3,220.48</del>
<b>D South County Facilities</b>						
1	<b>Subcourthouse</b> 525 Lakeshore Drive Port Arthur TX 77640	19,700 Limestone	Kenneth Shepard 409-983- 8307	5pm – 12 midnight By Appointment.	\$13.33 \$13.73 \$15.73	\$159.96 \$164.76 \$188.76
2	<b>Subcourthouse Maintenance</b> 709 Lakeshore Drive Port Arthur TX 77640	2,000 Brick	Kenneth Shepard 409-983- 8307	5 pm – 12 midnight By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
3	<b>Health &amp; Welfare</b> 246 Dallas Avenue Port Arthur TX 77640	14,340 Brick	Kenneth Shepard 409-983- 8307	5 pm – 12 midnight By Appointment.	\$13.50 \$13.91 \$15.91	\$162.00 \$166.86 \$190.92
4	<b>Juvenile Probation</b> 900 4 <sup>th</sup> Street Port Arthur TX 77640	3,740 Brick	Kenneth Shepard 409-983- 8307	5pm – 12 midnight By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
5	<b>Precinct # 3 Service Center</b> 5700 Jade Avenue Port Arthur TX 77640	7,140 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
6	<b>Precinct # 3 Stockyard</b> 24420 Hwy 124 Hamshire TX 77622	5,396 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
7	<b>Precinct # 3 Service Center Storage Shed</b> 5700 Jade Avenue Port Arthur TX 77640	7,500 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$13.75 \$14.16 \$16.16	\$165.00 \$169.95 \$193.92

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
8	Jefferson County Sheriff's Office – Marine Unit 5960 S. 1 <sup>st</sup> Street Sabine Pass TX 77655	4,071 Hardy Plank (concrete/ Metal Roof)	Captain Jerry Lowe 409-726- 2950	8:00 am – 5:00 pm By Appointment.	\$18.34 \$18.89 \$23.89	\$220.08 \$226.68 \$286.68
<b>Total</b>					\$106.92 \$110.13 \$129.13	\$1,283.04 \$1321.53 \$1,549.56
					<b>Monthly</b>	<b>Yearly</b>
					<b>\$631.35</b>	<b>\$7,576.20</b>
					<b>\$650.29</b>	<b>\$7803.48</b>
					<b>\$718.29</b>	<b>\$8,619.48</b>
<b>Grand Total</b>					<b>\$793.29</b>	<b>\$9519.51</b>

Aattaboy Termite and Pest Control, Inc.  
206 Myers St.  
Orange, TX 77630  
attn: Jackie Papania  
[jpapania@aattaboy.com](mailto:jpapania@aattaboy.com)  
ph: 409-722-3134  
fx: 936-897-8201



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-013/JW
IFB TITLE: Term Contract for Pest Control Services for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 3
ISSUED (DATE): May 28, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by w/s Date: 6-03-24

[Handwritten Signature]

Authorized Signature (Respondent)

Account Manager

Title of Person Signing Above

Wendy Sims

Typed Name of Business or Individual

26797 Hanna Rd Bld 3 ste 2 Oak Ridge North Tx 77385

Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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**BID FORM – PAGE 1 OF 10**

**I. STANDARD SERVICE (PEST CONTROL SERVICE VISITS)**

**SERVICE FREQUENCY:** EACH COUNTY LOCATION WILL CHOOSE ONE OF THE SERVICE FREQUENCY OPTIONS BELOW.

**BID PRICES MUST INCLUDE:** ALL LABOR, MATERIALS, AND ALL INCIDENTALS REQUIRED TO SERVICE SCOPE OF WORK.

**A. BEAUMONT SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
1. COURTHOUSE (HISTORIC) 1149 PEARL ST. BEAUMONT, TX 77701	242,899 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 36.00	X 12	ANNUAL TOTAL \$ 432.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 90.00	X 4	ANNUAL TOTAL \$ 360.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.							
2. COURTHOUSE (NEWER) 1001 PEARL ST. BEAUMONT, TX 77701	220,000 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 36.00	X 12	ANNUAL TOTAL \$ 432.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 90.00	X 4	ANNUAL TOTAL \$ 360.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.							
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 PEARL ST. BEAUMONT, TX 77701	102,745 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 27.00	X 12	ANNUAL TOTAL \$ 324.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 67.50	X 4	ANNUAL TOTAL \$ 270.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.							



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*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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 FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
4. ANNEX I BUILDING 1125 PEARL ST. BEAUMONT, TX 77701	33,553 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT 22.00 \$ _____	X 12	ANNUAL TOTAL 264.00 \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT 55.00 \$ _____	X 4	ANNUAL TOTAL 220.00 \$ _____
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.							

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
5. ANNEX II BUILDING 1295 PEARL ST. BEAUMONT, TX 77701	25,032 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT 16.00 \$ _____	X 12	ANNUAL TOTAL 192.00 \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT 40.00 \$ _____	X 4	ANNUAL TOTAL 160.00 \$ _____
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
6. ADULT PROBATION BUILDING 820 NECHES BEAUMONT, TX 77701	20,832	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT 15.00 \$ _____	X 12	ANNUAL TOTAL 180.00 \$ _____
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT 37.50 \$ _____	X 4	ANNUAL TOTAL 150.00 \$ _____
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.

SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
7. PUBLIC HEALTH 1295 PEARL STREET BEAUMONT, TX 77701	3,700 Brick	Greg Keller 409.835.8511	5PM-12AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT \$ 11.00	X 12	ANNUAL TOTAL \$ 132.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 27.50	X 4	ANNUAL TOTAL \$ 110.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00				PER STANDARD SERVICE VISIT.			
8. PRECINCT # 1 SERVICE CENTER 20205 HWY. 90 CHINA, TX 77613	7,340	Jody Jannise 409.434.5430	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 17.00	X 12	ANNUAL TOTAL \$ 204.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 42.50	X 4	ANNUAL TOTAL \$ 170.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00				PER STANDARD SERVICE VISIT.			

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
9. PRECINCT # 4 SERVICE CENTER 7790 BOYT ROAD BEAUMONT, TX 77713	20,649 Brick/Block	Kenneth Minkins 409.794.2444	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 16.00	X 12	ANNUAL TOTAL \$ 192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 40.00	X 4	ANNUAL TOTAL \$ 160.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00				PER STANDARD VISIT.			





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
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1149 Pearl Street  
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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
10. PRECINCT # 4 STOCKYARD BUILDING 2202 HERBERT ROAD BEAUMONT, TX 77705	627 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 11.00	X 12	ANNUAL TOTAL \$ 132.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 27.50	X 4	ANNUAL TOTAL \$ 110.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT.							
11. PRECINCT # 4 STOCKYARD 2202 HERBERT ROAD BEAUMONT, TX 77705	2,694 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 13.00	X 12	ANNUAL TOTAL \$ 156.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 32.50	X 4	ANNUAL TOTAL \$ 130.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
12. BEN ROGERS VISITORS CENTER 5055 INTERSTATE 10 S BEAUMONT, TX 77705	10,400	Kathi Hughes 409.842.0500	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 25.00	X 12	ANNUAL TOTAL \$ 300.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 62.50	X 4	ANNUAL TOTAL \$ 250.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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 FAX: (409) 835-8456

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 FIRST STREET BEAUMONT, TX 77705	10,058	Denise Marcel 409.719.5940	8AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 25.00	12X	ANNUAL TOTAL \$ 300.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 62.50	X 4	ANNUAL TOTAL \$ 250.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
14. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 HWY 69 S. BEAUMONT, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409.722.7474	After 2PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 78.00	X 12	ANNUAL TOTAL \$ 936.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 195.00	X 4	ANNUAL TOTAL \$ 780.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 JERRY WARE DR. BEAUMONT, TX 77705	20,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 20.00	X 12	ANNUAL TOTAL \$ 240.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 50.00	X 4	ANNUAL TOTAL \$ 200.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 AIRLINE DR. BEAUMONT, TX 77705	41,988 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM, Monday – Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 22.00	X 12	ANNUAL TOTAL \$ 264.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 55.00	X 4	ANNUAL TOTAL \$ 220.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 JERRY WARE DR. BEAUMONT, TX. 77705	3,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday – Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 17.00	X 12	ANNUAL TOTAL \$ 204.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 42.50	X 4	ANNUAL TOTAL \$ 170.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 JERRY WARE DR SUITE 500 BEAUMONT, TX 77705	5,794 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday – Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 12.00	X 12	ANNUAL TOTAL \$ 144.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 30.00	X 4	ANNUAL TOTAL \$ 120.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
19. JACK BROOKS REGIONAL AIRPORT HANGAR # 7 OFFICE 4605 AIRPPORT 3 <sup>rd</sup> ST. BEAUMONT, TX 77705	4,500 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday– Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 22.00	X 12	ANNUAL TOTAL \$ 264.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 55.00	X 4	ANNUAL TOTAL \$ 220.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
20. JACK BROOKS REGIONAL AIRPORT MAINTENANCE SHOP 4875 PARKER DR. (REAR) BEAUMONT, TX 77705	1,800 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday– Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ 22.00	X 12	ANNUAL TOTAL \$ 264.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 55.00	X 4	ANNUAL TOTAL \$ 220.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 HANGAR DRIVE BEAUMONT, TX 77705	4,500 Metal	Captain Jerry Lowe 409.726.2950	8PM – 5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 21.00	X 12	ANNUAL TOTAL \$ 252.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 52.50	X 4	ANNUAL TOTAL \$ 210.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
22. MID-COUNTY TAX OFFICE 4605 JERRY WARE DR. BEAUMONT, TX 77705	2,746 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 16.00	X 12	ANNUAL TOTAL \$ 192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 40.00	X 4	ANNUAL TOTAL \$ 160.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
23. MID-COUNTY OFFICE BUILDING 7933 VITERBO RD. BEAUMONT, TX 77705	15,000 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 20.00	X 12	ANNUAL TOTAL \$ 240.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 50.00	X 4	ANNUAL TOTAL \$ 200.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. # 4 19217 HWY 365 BEAUMONT, TX 77705	3,800 Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 21.00	X 12	ANNUAL TOTAL \$ 252.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 52.50	X 4	ANNUAL TOTAL \$ 210.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
25. PRECINCT # 2 SERVICE CENTER 7759 VITERBO RD. BEAUMONT, TX 77705	14,400 Metal	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 21.00	X 12	ANNUAL TOTAL \$ 252.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 52.50	X 4	ANNUAL TOTAL \$ 210.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
26. JEFFERSON COUNTY SERVICE CENTER 7789 VITERBO RD. BEAUMONT, TX 77705	8,252	Joe Zurita 409.757.5937	7:00 AM-4:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 29.00	X 12	ANNUAL TOTAL \$ 348.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 72.50	X 4	ANNUAL TOTAL \$ 290.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00				PER STANDARD VISIT			

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 HWY 69 S. BEAUMONT, TX 77705	287,783	Captain Kenneth Harrell 409.719.2592	8AM – 5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 1,800.00	X 12	ANNUAL TOTAL \$ 21,600.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 4,500.00	X 4	ANNUAL TOTAL \$ 18,000.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 1080.00				PER STANDARD VISIT			

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
28. SUB COURTHOUSE 525 LAKESHORE DR. PORT ARTHUR, TX 77640	19,700 Limestone	Kenneth Shepard 409.983.8307	5PM-12A0M midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 15.00	X 12	ANNUAL TOTAL \$ 180.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 37.50	X 4	ANNUAL TOTAL \$ 150.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00				PER STANDARD VISIT			



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
29. SUB COURTHOUSE MAINTENANCE 709 LAKESHORE DR. PORT ARTHUR, TX 77640	2,000 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 13.00	X 12	ANNUAL TOTAL \$ 156.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 32.50	X 4	ANNUAL TOTAL \$ 130.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
30. HEALTH & WELFARE 246 DALLAS AVENUE PORT ARTHUR, TX 77640	14,340 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 16.00	X 12	ANNUAL TOTAL \$ 192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 40.00	X 4	ANNUAL TOTAL \$ 160.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
31. JUVENILE PROBATION 900 4 <sup>th</sup> STREET PORT ARTHUR, TX 77640	3,740 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 13.00	X 12	ANNUAL TOTAL \$ 156.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 32.50	X 4	ANNUAL TOTAL \$ 130.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							



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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
32. PRECINCT # 3 SERVICE CENTER 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,140 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 20.00	X 12	ANNUAL TOTAL \$ 240.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 50.00	X 4	ANNUAL TOTAL \$ 200.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
33. PRECINCT # 3 STOCKYARD 24420 HWY. 124 HAMSHIRE, TX 77622	5,396 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 12.00	X 12	ANNUAL TOTAL \$ 144.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 30.00	X 4	ANNUAL TOTAL \$ 120.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
34. PRECINCT # 3 SERVICE CENTER STORAGE SHED 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 16.00	X 12	ANNUAL TOTAL \$ 192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 40.00	X 4	ANNUAL TOTAL \$ 160.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							





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ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
35. JEFFERSON COUNTY SHERIFF'S OFFICE: MARINE SAFETY PATROL 5700 JADE AVENUE PORT ARTHUR, TX 77640  5960 S 1st St Sabine Pass Tx 77655	7,500 Metal	Captain Jerry Lowe 409.726.2950	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 24.00	X 12	ANNUAL TOTAL \$ 288.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$ 60.00	X 4	ANNUAL TOTAL \$ 240.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

**F. MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES**

DESCRIPTION OF SERVICE	SERVICE COST
36. BIRD CONTROL: Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: <u>Removal / spikes</u>	\$ <u>At Base level price plus cost</u>
37. BIRD CONTROL: Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: <u>BIRD Reflectors / spikes / Removal</u>	\$ <u>At Base level price plus cost</u>
38. SNAKE CONTROL: Snake Inspection and Prevention.	\$ <u>50.00</u>
39. SNAKE CONTROL: Snake Removal to Including Trapping Device.	\$ <u>75.00</u>
40. BEE, WASP, YELLOW JACKET, AND HORNETS: Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$ <u>40.00</u>
41. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB.	\$ <u>100.00</u>
42. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB.	\$ <u>150.00</u>
43. CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES): Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment. Following treatment, The Contractor shall reapply chemical treatment(s) <u>at no cost</u> to County if a live infestation is detected within a year of treatment service.	\$ <u>75.00</u>



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**G. PEST CONTROL SERVICES: LARGE JOBS**

<b>44. DAY TECHNICIAN, AS REQUIRED:</b> Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit		
A. HOURLY RATE \$ <u>40.00</u> PER HOUR	B. DAILY RATE \$ <u>30.00</u> PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ <u>600.00</u> PER WEEK (5 DAYS, 40 HOURS)

**H. CATALOG PRICING FOR PEST CONTROL SUPPLIES**

**SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- **Pest Control Glue Traps** to include but not limited to glue traps for: Mice & Rats, Snakes, Spiders, Moths, Aphids, Silverfish.
- **Pest Control Container-Type Traps** to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies.
- **Bait Boxes** to include but not limited to bait boxes for: Rats, Rodents.

SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES	
<b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions: <u>RBS, snap traps</u> <u>Glue Boards</u>	<u>2</u> %

**INVOICING:** CONTRACTOR SHALL SUBMIT INVOICE TO APPROPRIATE JEFFERSON COUNTY OFFICE/DEPARTMENT FOR EACH STANDARD SERVICE VISIT, MISCELLANEOUS SERVICE PERFORMED, OR EACH SUPPLY ORDER. PAYMENT WILL BE MADE UNDER TERMS OF NET THIRTY (30) DAYS UNLESS OTHERWISE AGREED UPON BY CONTRACTOR AND JEFFERSON COUNTY PURCHASING DEPARTMENT.

The line-item price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):		
Addendum 1	<u>  x  </u>	Date Received <u>06-3-24</u>
Addendum 2	<u>  x  </u>	Date Received <u>06-03-24</u>
Addendum 3	<u>  x  </u>	Date Received <u>06-03-24</u>
<b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b>		

<b>REQUIRED FORM</b> <b>Bidder: Please complete this form and include with bid submission.</b>
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**I. STANDARD SERVICE (PEST CONTROL SERVICE VISITS)**

**SERVICE FREQUENCY:** EACH COUNTY LOCATION WILL CHOOSE ONE OF THE SERVICE FREQUENCY OPTIONS BELOW.

**BID PRICES MUST INCLUDE:** ALL LABOR, MATERIALS, AND ALL INCIDENTALS REQUIRED TO SERVICE SCOPE OF WORK.

**A. BEAUMONT SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
1. COURTHOUSE (HISTORIC) 1149 PEARL ST. BEAUMONT, TX 77701	242,899 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>36.00</u>	X 12	ANNUAL TOTAL \$ <u>432.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>90</u>	X 4	ANNUAL TOTAL \$ <u>360.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							
2. COURTHOUSE (NEWER) 1001 PEARL ST. BEAUMONT, TX 77701	220,000 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>36.00</u>	X 12	ANNUAL TOTAL \$ <u>432.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>90.00</u>	X 4	ANNUAL TOTAL \$ <u>360.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 PEARL ST. BEAUMONT, TX 77701	102,745 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>27.00</u>	X 12	ANNUAL TOTAL \$ <u>324.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>67.50</u>	X 4	ANNUAL TOTAL \$ <u>270.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							
4. ANNEX I BUILDING 1125 PEARL ST. BEAUMONT, TX 77701	33,553 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>22.00</u>	X 12	ANNUAL TOTAL \$ <u>264.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>55.00</u>	X 4	ANNUAL TOTAL \$ <u>220.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
5. ANNEX II BUILDING 1295 PEARL ST. BEAUMONT, TX 77701	25,032 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 16 00	X 12	ANNUAL TOTAL \$ 192 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 40 00	X 4	ANNUAL TOTAL \$ 160 00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD SERVICE VISIT.							
6. ADULT PROBATION BUILDING 820 NECHES BEAUMONT, TX 77701	20,832	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$ 15 00	X 12	ANNUAL TOTAL \$ 180 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 37 50	X 4	ANNUAL TOTAL \$ 150 00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD SERVICE VISIT.							
7. PUBLIC HEALTH 1295 PEARL STREET BEAUMONT, TX 77701	3,700 Brick	Greg Keller 409.835.8511	5PM-12AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT \$ 11 00	X 12	ANNUAL TOTAL \$ 132 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 27 50	X 4	ANNUAL TOTAL \$ 110 00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD SERVICE VISIT.							
8. PRECINCT # 1 SERVICE CENTER 20205 HWY. 90 CHINA, TX 77613	7,340	Jody Jannise 409.434.5430	7AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ 17 00	X 12	ANNUAL TOTAL \$ 204 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 42 50	X 4	ANNUAL TOTAL \$ 170 00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD SERVICE VISIT.							

**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
9. PRECINCT # 4 SERVICE CENTER 7790 BOYT ROAD BEAUMONT, TX 77713	20,649 Brick/Block	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 16 00		\$ 192 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 40 00		\$ 160 00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT.							
10. PRECINCT # 4 STOCKYARD BUILDING 2202 HERBERT ROAD BEAUMONT, TX 77705	627 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 11 00		\$ 132 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 27 50		\$ 110 00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT.							
11. PRECINCT # 4 STOCKYARD 2202 HERBERT ROAD BEAUMONT, TX 77705	2,694 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 13 00		\$ 156 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 32 50		\$ 130 00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT.							
12. BEN ROGERS VISITORS CENTER 5055 INTERSTATE 10 S BEAUMONT, TX 77705	UNKNOWN	Kathi Hughes 409.842.0500	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 25 00		\$ 300 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ 62 50		\$ 250 00				
	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.			
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT.							

**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	12X	ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 FIRST STREET BEAUMONT, TX 77705	UNKNOWN	Denise Marcel 409.719.5940	8AM-4PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>25.00</u>	12X	ANNUAL TOTAL \$ <u>300.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>62.50</u>	X 4	ANNUAL TOTAL \$ <u>250.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
14. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 HWY 69 S. BEAUMONT, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409.722.7474	After 2PM	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>78.00</u>	X 12	ANNUAL TOTAL \$ <u>936.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>195.00</u>	X 4	ANNUAL TOTAL \$ <u>780.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 JERRY WARE DR. BEAUMONT, TX 77705	20,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>20.00</u>	X 12	ANNUAL TOTAL \$ <u>240.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>50.00</u>	X 4	ANNUAL TOTAL \$ <u>200.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 AIRLINE DR. BEAUMONT, TX 77705	41,988 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM, Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>22.00</u>	X 12	ANNUAL TOTAL \$ <u>264.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>55.00</u>	X 4	ANNUAL TOTAL \$ <u>220.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 JERRY WARE DR. BEAUMONT, TX. 77705	3,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 17 00		\$ 204 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 42 50		\$ 170 00	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT							
18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 JERRY WARE DR SUITE 500 BEAUMONT, TX 77705	5,794 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 12 00		\$ 144 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 30 00		\$ 120 00	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT							
19. JACK BROOKS REGIONAL AIRPORT HANGAR # 7 OFFICE 4605 AIRPPORT 3rd ST. BEAUMONT, TX 77705	4,500 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 22 00		\$ 264 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 55 00		\$ 220 00	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT							
20. JACK BROOKS REGIONAL AIRPORT MAINTENANCE SHOP 4875 PARKER DR. (REAR) BEAUMONT, TX 77705	1,800 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 22 00		\$ 264 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 55 00		\$ 220 00	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT							
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 HANGAR DRIVE BEAUMONT, TX 77705	4,500 Metal	Captain Jerry Lowe 409.726.2950	8PM - 5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ 21 00		\$ 252 00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ 52 50		\$ 210 00	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40 00 PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
22. MID-COUNTY TAX OFFICE 4605 JERRY WARE DR. BEAUMONT, TX 77705	2,746 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>16.00</u>	X 12	ANNUAL TOTAL \$ <u>192.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>40.00</u>	X 4	ANNUAL TOTAL \$ <u>160.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
23. MID-COUNTY OFFICE BUILDING 7933 VITERBO RD. BEAUMONT, TX 77705	15,000 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>20.00</u>	X 12	ANNUAL TOTAL \$ <u>240.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>50.00</u>	X 4	ANNUAL TOTAL \$ <u>200.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. # 4 19217 HWY 365 BEAUMONT, TX 77705	3,800 Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>21.00</u>	X 12	ANNUAL TOTAL \$ <u>252.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>52.50</u>	X 4	ANNUAL TOTAL \$ <u>210.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
25. PRECINCT # 2 SERVICE CENTER 7759 VITERBO RD. BEAUMONT, TX 77705	14,400 Metal	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>21.00</u>	X 12	ANNUAL TOTAL \$ <u>252.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>52.50</u>	X 4	ANNUAL TOTAL \$ <u>210.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
26. JEFFERSON COUNTY SERVICE CENTER 7789 VITERBO RD. BEAUMONT, TX 77705	UNKNOWN	Joe Zurita 409.757.5937	7:00 AM-4:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>29.00</u>	X 12	ANNUAL TOTAL \$ <u>348.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>72.50</u>	X 4	ANNUAL TOTAL \$ <u>290.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							



**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 HWY 69 S. BEAUMONT, TX 77705	UNKNOWN.	Captain Kenneth Harrell 409.719.2592	8AM – 5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 1800.00	X 12	ANNUAL TOTAL \$ 21600.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 4500.00	X 4	ANNUAL TOTAL \$ 18000.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 1080.00 PER STANDARD VISIT							

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
28. SUB COURTHOUSE 525 LAKESHORE DR. PORT ARTHUR, TX 77640	19,700 Limestone	Kenneth Shepard 409.983.8307	5PM-12A0M midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 15.00	X 12	ANNUAL TOTAL \$ 180.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 37.50	X 4	ANNUAL TOTAL \$ 150.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
29. SUB COURTHOUSE MAINTENANCE 709 LAKESHORE DR. PORT ARTHUR, TX 77640	2,000 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 13.00	X 12	ANNUAL TOTAL \$ 156.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 32.50	X 4	ANNUAL TOTAL \$ 130.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							
30. HEALTH & WELFARE 246 DALLAS AVENUE PORT ARTHUR, TX 77640	14,340 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ 16.00	X 12	ANNUAL TOTAL \$ 192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ 40.00	X 4	ANNUAL TOTAL \$ 160.00
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD VISIT							

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X	ANNUAL TOTAL
31. JUVENILE PROBATION 900 4 <sup>th</sup> STREET PORT ARTHUR, TX 77640	3,740 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ <u>13.00</u>		\$ <u>156.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>32.50</u>		\$ <u>130.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
32. PRECINCT # 3 SERVICE CENTER 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,140 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ <u>20.00</u>		\$ <u>240.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>50.00</u>		\$ <u>200.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
33. PRECINCT # 3 STOCKYARD 24420 HWY. 124 HAMSHIRE, TX 77622	5,396 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ <u>12.00</u>		\$ <u>144.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>30.00</u>		\$ <u>120.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							
34. PRECINCT # 3 SERVICE CENTER STORAGE SHED 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ <u>16.00</u>		\$ <u>192.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$ <u>40.00</u>		\$ <u>160.00</u>				
	CALL BACK VISITS:	NOT INCLUDED.	NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							

**E. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
35. JEFFERSON COUNTY SHERIFF'S OFFICE: MARINE SAFETY PATROL 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Captain Jerry Lowe 409.726.2950	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT \$ <u>24.00</u>	X 12	ANNUAL TOTAL \$ <u>288.00</u>
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$ <u>600.00</u>	X 4	ANNUAL TOTAL \$ <u>240.00</u>
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD VISIT							

**F. MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES**

DESCRIPTION OF SERVICE	SERVICE COST
36. BIRD CONTROL: Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: Removal - Add Spikes	\$ <u>At base level price Plus cost</u>
37. BIRD CONTROL: Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: Bird reflectors / Spikes	\$ <u>At base level price Plus cost</u>
38. SNAKE CONTROL: Snake Inspection and Prevention.	\$ <u>50.00</u>
39. SNAKE CONTROL: Snake Removal to Including Trapping Device.	\$ <u>75.00</u>
40. BEE, WASP, YELLOW JACKET, AND HORNETS: Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$ <u>40.00/hr</u>
41. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB.	\$ <u>100.00</u>
42. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB.	\$ <u>150.00</u>
43. CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES): Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment. Following treatment, The Contractor shall reapply chemical treatment(s) at no cost to County if a live infestation is detected within a year of treatment service.	\$ <u>75.00</u>

**G. PEST CONTROL SERVICES: LARGE JOBS**

44. DAY TECHNICIAN, AS REQUIRED: Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.		
A. HOURLY RATE \$ <u>40.00</u> PER HOUR	B. DAILY RATE \$ <u>50.00</u> PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ <u>60.00</u> PER WEEK (5 DAYS, 40 HOURS)

**H. CATALOG PRICING FOR PEST CONTROL SUPPLIES**

**SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- **Pest Control Glue Traps** to include but not limited to glue traps for: Mice & Rats, Snakes, Spiders, Moths, Aphids, Silverfish.
- **Pest Control Container-Type Traps** to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies.
- **Bait Boxes** to include but not limited to bait boxes for: Rats, Rodents.

<b>SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES</b>	
<p><b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions:</p> <p>Shelf Pricing on Rodent bait stations _____</p> <p>Shelf Pricing on Glue Traps _____</p>	<p><u>0</u> %</p>

**INVOICING:** CONTRACTOR SHALL SUBMIT INVOICE TO APPROPRIATE JEFFERSON COUNTY OFFICE/DEPARTMENT *FOR EACH* STANDARD SERVICE VISIT, MISCELLANEOUS SERVICE PERFORMED, OR EACH SUPPLY ORDER. PAYMENT WILL BE MADE UNDER TERMS OF NET THIRTY (30) DAYS UNLESS OTHERWISE AGREED UPON BY CONTRACTOR AND JEFFERSON COUNTY PURCHASING DEPARTMENT.

The line-item price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

<b>BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):</b>	
Addendum 1 <u>  x  </u>	Date Received <u>06-03-24</u>
Addendum 2 <u>  x  </u>	Date Received <u>06-03-24</u>
Addendum 3 <u>  x  </u>	Date Received <u>06-03-24</u>
<b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b>	

<p><b>REQUIRED FORM</b>  <b>Bidder: Please complete this form and include with bid submission.</b></p>
--

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

**REQUIRED FORM**  
Bidder: Please complete this form and include with bid submission.

**REFERENCE ONE**

Government/Company Name: Stephen F Austin  
Address: 1936 North St Nacogdoches, Tx 75965  
Contact Person and Title: Mark Scott  
Phone: 936-468-4017 Fax: 936-468-4446  
Email Address: scotranda@sfasu.edu Contract Period: 04-2024-  
Scope of Work: Interior and exterior pest prevention services for Campus

**REFERENCE TWO**

Government/Company Name: The University of Tx Dalks  
Address: \_\_\_\_\_  
Contact Person and Title: Hayley Minton Director  
Phone: 972 883 7300 Fax: \_\_\_\_\_  
Email Address: hminton@utdallas.edu Contract Period: 3y  
Scope of Work: Pest control

**REFERENCE THREE**

Government/Company Name: Tevell ISD  
Address: \_\_\_\_\_  
Contact Person and Title: Chris Lay  
Phone: 972 563 2424 Fax: \_\_\_\_\_  
Email Address: Christopher.lay@tevellisd.org Contract Period: 4y  
Scope of Work: pest prevention

**SIGNATURE PAGE**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

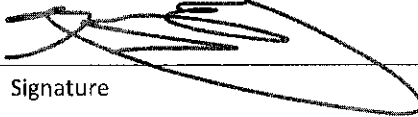
Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Massey Services Inc  
\_\_\_\_\_  
Bidder (Entity Name)  
  
26797 Hanna Rd Bld 3 Ste 2  
\_\_\_\_\_  
Street & Mailing Address  
  
Oak Ridge North Tx 77385  
\_\_\_\_\_  
City, State & Zip  
  
832-607-7351  
\_\_\_\_\_  
Telephone Number  
  
wendy.sims@masseyservices.com  
\_\_\_\_\_  
E-mail Address

  
\_\_\_\_\_  
Signature  
  
Wendy Sims  
\_\_\_\_\_  
Print Name  
  
6-3-24  
\_\_\_\_\_  
Date Signed  
  
\_\_\_\_\_  
Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

Wendy Sims

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official (Please Print)**

6-3-24

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

# CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>n/a</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p>n/a</p> <p>_____ Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p>n/a</p> <p>_____ Signature of vendor doing business with the governmental entity</p> <p>_____ Date</p>		

Adopted 8/7/2015

## REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>  <p align="center">n/a</p>	Date Received   
<b>2</b>	<b>Office Held</b>  <p align="center">n/a</p>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <p align="center">n/a</p>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  <p align="center">n/a</p>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted <u>  n/a  </u> Description of Gift _____ Date Gift Accepted <u>  n/a  </u> Description of Gift _____ Date Gift Accepted <u>  n/a  </u> Description of Gift _____  <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<b>AFFIDAVIT</b>  <p align="center"><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> <p align="center">_____</p> <p align="center"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SFAI ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office</p> <p>_____ <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . . ?**

- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes     No    3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes     No    4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes     No    5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes     No    6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.**

Wendy Sims

Printed Name of Authorized Representative



Signature

Account Manager

Title

06-03-24

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:       N/A       HUB:  Yes  No

Address: \_\_\_\_\_  
  Street    City    State    Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount:       \$      

HUB Subcontractor Name:       N/A      

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
  Street    City    State    Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount:       \$       Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative    Signature of Representative    Date

\_\_\_\_\_  
Printed Name of HUB    Signature of Representative    Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: Massey Services Inc HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                            Street                            City                            State                            Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                            Street                            City                            State                            Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**REQUIRED FORM**  
**Bidder: Please complete this form  
and include with bid submission.**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

### PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: No Subcontractors Used

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

### PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: N/A

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form  
 and include with bid submission.**


**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name:           N/A            
Address: \_\_\_\_\_  
                            Street                            City                            State                            Zip  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name:           N/A            
Address: \_\_\_\_\_  
                            Street                            City                            State                            Zip  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type):           Wendy Sims            
Title:           Account Manager            
Signature:   
Date:           06-03-24            
E-mail address:           wendy.sims@masseyservices.com          

Contact person that will be in charge of invoicing for this project:  
Name (print or type):           provided on award            
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Massey Services Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):		59-2557150
Company Name submitting bid/proposal:		Massey Services Inc
Mailing address:	26797 Hanna Rd Bld 3 ste 2 Oak Ridge North, Tx 77385	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



HOUSE BILL 89 VERIFICATION

I, Wendy Sims, the undersigned representative of (company or business name) Massey Services Inc (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

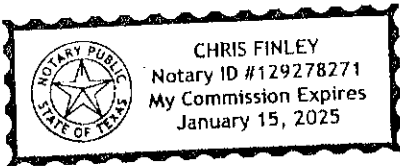
[Handwritten signature]
Signature of Company Representative

~~06/03/24~~ 6/4/24
Date

On this 03<sup>04</sup> day of June, 2024, personally appeared.

Wendy Sims, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



[Handwritten signature]
Notary Signature

6/4/24
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas

on this day personally appeared Wendy Sims, who  
(name)

after being by me duly sworn, did depose and say:

"I, Wendy Sims am a duly authorized officer of/agent  
(name)  
for Massey Services Inc and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Massey Services Inc.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Massey Services Inc

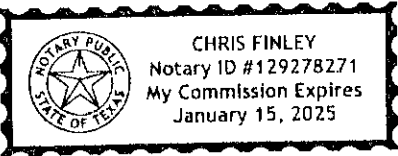
Fax: \_\_\_\_\_ Telephone# 8326077351  
by: Wendy Sims Title: Account manager  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Wendy Sims on  
this the 4th day of June, 2024

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

[Handwritten Signature]  
Notary Public in and for  
the State of Texas



**SENATE BILL 252 CERTIFICATION**

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On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Massey Services Inc

---

**Company Name**

IFB 24-013/JW

---

**IFB/RFP/RFQ number**

**Certification check performed by:**

---

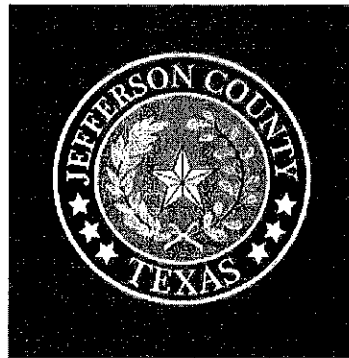
**Purchasing Representative**

---

**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

**Pest Prevention  
Proposal For  
IFB 24-013/JW**



**Prepared for**

**Jefferson County**  
Deborah L. Clark  
Purchasing Department

**at**

**Jefferson County**  
1149 Pearl St  
1<sup>st</sup> Floor, Beaumont, Tx 77701

June 4, 2024

**By**

Wendy Sims  
Commercial Sales, Account Manager  
Massey Services, Inc.  
Cell: (832) 607-7351  
MASSEY CUSTOMER CARE  
24HR 1-888-262-7739  
[Wendy.sims@masseyservices.com](mailto:Wendy.sims@masseyservices.com)



## **MASSEY SERVICES IS A LEADER IN OUR INDUSTRY**

Massey Services is so much more than a pest "control", termite "control", and landscape care company. We're a people company, and we never lose sight of our vision: to build long-term, trusting relationships with our customers through environmentally responsible and superior service.

When you trust Massey Services for your Pest, Termite or landscape challenges, you're getting a team that's been hired and trained to meet the highest standards. You're getting effective results through techniques and targeted treatments that are better for your You, Your Team, Your Students, Your School, and our environment. And You're getting a company that's actively involved with and dedicated to the communities we serve.

Massey Services its subsidiary organizations employ more than 2600 team members and operate nearly 2400 vehicles that provide residential and commercial pest prevention, termite protection, landscape, and irrigation services to over 800,000 customers from Services Centers throughout Florida, Georgia, Louisiana, Texas, South Carolina, North Carolina, Virginia, Oklahoma and Tennessee.

With over 36 years of superior service, steady growth, and guaranteed customer satisfaction, our ultimate goal is to continue to be recognized as one of the leading service companies in our industry.

## **SERVICING OUR COMMUNITIES**

Our company, its leader and out Team Members are all deeply involved with activities and organizations in the communities we serve. In fact, volunteerism is a key touch point in our company's guiding philosophy.

## **LEADING OUR INDUSTRY**

Our founder, Harvey L. Massey, and our company's senior leadership team are frequent contributors to national, state and local industry associations. We also regularly contribute articles and columns to major trade publications and serve as industry experts for local media.

## **PROTECTING OUR ENVIRONMENT**

Massey Services has introduced innovative techniques that reduce dependence on pesticide and help preserve our water resources. Our ongoing efforts have eared awards for environmental stewardship from the U.S. Environmental Protection Agency (EPA) and the Council for Sustainable Florida.

## **Massey Services Overview**

**Massey Services.** is North America's leading provider of specialized Brand Protection Services to the hospitality, retail, commercial buildings, food processing and healthcare industries – industries in which health, safety and cleanliness are powerful drivers of brand preference and customer satisfaction. We are the trusted partner to many of the world's leading brands.

## **No Tolerance Pest Prevention**

Only Massey delivers **No Tolerance** Pest Prevention programs. Simply put, No Tolerance means that we do not tolerate pest infestations of any kind, under any circumstances, for any reason. We guarantee our service because we know that there's simply no smarter or more effective way to eliminate pests.

## **Hiring**

To become one of the Massey team you must pass a government background check. Complete drug panel screening. We verify employment from your first job through your most recent employer. Education is verified as well as a strict code of ethics is agreed to upon hire.

## **The Process**

We train our people on pests and chemicals from day one and continue the education process daily. Our team is certified and then required to pass the Texas Technician licensing for pest control. Each employee is bonded and certified to be at all our schools, oil, and gas locations etc. If additional certifications are requested, they are obtained. Regular drug tests are part of our daily program expectations.

## **Our People**

We deliver on our brand promises through outstanding people. Only those who pass our rigorous selection criteria and certified training programs earn the privilege to serve our clients. Our teams are trained to aggressively anticipate, prevent, and safely eliminate pests, and understand that technical knowledge, attention to detail and strong communication skills are keys to successful client partnerships. Our team is expected to wear a company uniform while on site as well as a company badge to quickly identify them.

## **On Staff Entomologist**

To ensure we are not only providing the best options available to our customers we are always working to protect our environment with an on-staff Entomologist.

## **Eco Aware Pest Prevention Process**

Our award-winning process is what makes us so successful. Pests are eliminated and prevented without ever overusing or unnecessarily using pesticides – a critical issue for companies concerned with the safety and wellbeing of their customers and employees. A key component to ongoing pest prevention is a partnership approach to structural, storage, and sanitation improvements.

## Managed Solutions

Massey commitment to service excellence is unwavering. We provide managed solutions, taking ownership of the design, development, implementation, and on-going management of your program. State of the art performance management systems are utilized to monitor the quality, consistency, and effectiveness of service. Strict protocols are in place to ensure effective communication and problem resolution. Dedicated account managers play an active role in ensuring your complete satisfaction.

## IPM SOLUTION

Working with your IPM communication is a key part to the success of our program. Massey services will provide an electronic portal for the district so that anyone needing access to reports can pull them from anywhere at any time. This allows key personnel to know visit, products, and inspection points at the click of a mouse.

## Massey Standard Services Protocols

Massey provides optimal levels of protection against a broad range of pests in all types of facilities. Our No Tolerance program provides guaranteed protection against the most common structure infesting pests, including cockroaches, rats and mice, and ants (excluding carpenter, pharaoh, and fire).

By implementing our No Tolerance™ Pest Prevention Program we can provide you with the right level of protection for your facility.

Our No Tolerance approach to pest prevention has become the new benchmark in pest prevention.

- ❑ It means we simply do not tolerate pest infestations of any kind, under any circumstances, for any reason.
- ❑ We anticipate problems and stop short of nothing to solve them. **Guaranteed.**

## Cockroaches

Cockroaches are eliminated using several different methods including physical removal, trapping, and as necessary, pinpoint treatments of cracks and crevices utilizing insecticidal dusts, baits, and liquid residuals. General fogging is used only in the most challenging situations, where appropriate and permitted by law.

## Rats and Mice

Eliminating entry points, harborage sites, and food and water sources are undoubtedly the most effective methods of eliminating rats and mice. However, baiting and trapping are also effective control methods. Rodent bait stations are suggested. If chosen they are strategically placed on the exterior to provide initial lines of defense, preventing rodents from approaching and entering your facility. Multiple catch traps, and various other trapping devices, can strategically placed

on the interior as needed, or as required by specification. Massey can inspect these devices, place, and replace glue boards as necessary, and document services.

### **Ants**

Massey has developed several innovative treatment methods to combat ants. Our proprietary exterior ant bait stations provide lasting protection for various formulations of insecticidal ant baits, including non-repellant solids, liquids, and granules. Ant bait station programs can be provided at an additional fee. Spot treatments for trailing ants may be provided during routine exterior perimeter inspections. These treatments are for minor ant activity and include only the direct building perimeter.

### **Flying Insects**

Massey's industry leading programs are the product of extensive research and field testing, providing you the latest and most effective technologies available. Programs include treatments with baits, liquid residuals, and trapping devices. Our Insect Light Traps have been laboratory tested and have proven to be the most effective trapping devices available on the market. Massey provides monthly maintenance on Insect Light Traps to include cleaning, change of glue board, fly analysis and documentation of services performed; for Light Taps that customer currently owns.

### **Pests Covered By Regular Services or On Request Are**

Pest Control program will consist of the extermination for the control of the following insects **Per IFB**

- roaches
- silverfish
- ants - (ex. Carpenter & Pharaoh – assess & may incur investment to treat)
- spiders
- fleas **Per IFB specs**
- Rats / Mice **Per IFB specs**
- Occasional Invaders
- Firebrats
- Centipedes
- Millipedes
- Earwigs
- Scorpions
- Sowbugs
- Pillbugs
- Beetles
- Wasps / Hornets- Depending on size and location.
- Flies – depending on size and location



**Pests Not Covered by Regular Services but Can Be Requested Are**

- Birds
- Crickets (exterior)
- Termites
- Mosquitos
- Bats
- Lice
- Bees

## **Service Description**

### **Set-up and Implementation Service**

During the Set-up and Implementation Service, a team of Massey Service Specialists will visit your facility to review current conditions and implement your entire pest prevention program. This service typically involves several key elements:

- Briefing with key personnel, followed by a thorough inspection of all areas.
- Physical removal and elimination of existing pest populations.
- Eco Aware applications – where necessary and appropriate.
- Minor structural repairs.
- Installation of program specific monitors/devices (pest monitors, Insect Light Traps (ILTs), interior and exterior rodent stations, pheromone traps, etc.).
- Placement of Service Log and completion of Service and Corrective Action Reports.
- De-briefing with key personnel.

### **Regular Contracted Monthly Service**

The Regular Contracted Monthly Service typically involves several key elements:

- Briefing with key personnel and review of Sighting Log.
- Inspection of all designated areas to be serviced, with particular attention given to strategically placed monitoring and trapping devices. Observed pests are properly identified to determine the most appropriate species-specific course of action.
- Physical removal and elimination of existing pest populations is performed utilizing vacuum devices.
- Utilizing inspection data, an action plan is developed using species-specific protocols designed to eliminate any existing pests.
- Eco Aware applications – where necessary and appropriate.
- Monitoring (data collection from existing devices, replacement as necessary).
- Minor structural repair to prevent pest introductions and eliminate harborage.
- Completion of detailed Service Report, drawing specific reference to structural, storage and sanitation deficiencies that may contribute to any pest problems.
- De-briefing with key personnel.

## Detailed Program Specifications for Jefferson County

During the Regular Service, the Service Specialists will perform services according to a specified service interval as detailed below. To ensure brand protection and to provide the most comprehensive service possible, we will provide the following services, all of which are included in your monthly price:

Check-In and Check-Out Procedure	Each Service
Detailed Service Report	Each Service
Availability	24 Hrs/Day-7 Days/Week
Interior Crawling Insect Program	One Time per Month/Per Location
Snake Inspection	\$50
Snake Capture track removal	\$75
Carpenter Ants	\$75
Sports Field and Playground Treatment	Upon Request – extra fee
Exterior Rodent Burrow / Nesting Treatments	Upon Request – extra Fee
Animal removal / Large	Upon Request – extra fee
Raw Land	Upon Request – extra fee
Animal removal / Small	Upon Request – extra fee unless covered pest.
Exterior Cricket Control	Seasonal Upon Request – extra fee
Top Choice / Fire ant granules	Seasonal Upon Request – extra fee
Interior Flying Insect Program	Upon Request – extra fee

## **Emergency Service**

Massey personnel are on call 24 hours a day, 7 days a week. Should the need arise, calls from your facility requesting assistance to a pest issue will be responded to within two hours of the call being received, and an on-site visit will be conducted within 24 hours. There is no charge for extra service requests (ESRs) for standard covered pests, or other pests covered by agreement. 1-888-262-7739

## **Data Capture & Management**

Today's business environment is more technologically advanced and data-driven than at any other time in history. Ensuring that data is accurately captured, professionally managed, and securely protected can have a direct effect on your brand and its reputation.

Massey has invested in technologies that enhance the value and overall quality of our service and leads the industry in the application of mobile data capture and web-based reporting. Massey's proprietary service management software utilizes bar code monitoring technology to capture important service data. Using the mobile technology platform, you can track service history, spot trends, and generate pest activity and pesticide usage reports.

At the end of each service, your Massey Service Specialist will generate a printed service report that documents all actions taken and notes recommendations in the areas of structure, storage, and sanitation.

## **DOCUMENTATION & REPORTING**

### **Service Report and Service Log Digital**

Our services are designed to provide recommendations for ongoing structural improvements in your facility to eliminate pest risks. Our HACCP-compatible documentation and reporting package provides detailed and accurate information required for regulatory compliance.

### **Service Report Digital**

Each service visit is recorded on a Massey Service Report. This report indicates which areas were serviced, what the service specialists found and what was done in the way of preventive and corrective measures. In addition, attention is drawn to structural, storage and sanitation conditions that may be conducive to pest problems.

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### **Service Log Digital**

To ensure consistent maintenance of the program and to provide accurate information to management, we maintain accurate Service Logs. This log is intended to provide proper documentation of the program and typically contains the following information:

- Emergency response contact information
- Licensing and insurance information
- Program specifications
- Pest sighting records
- Pest Monitoring logs
- Facility site map with device placements
- Material Safety Data Sheets (MSDS) and pesticide labels

- Service reports

An electronic version of the Service Log is also available through your password protected access to Massey's secure reporting website.

### **Implementation and Client Integration Process**

Massey's implementation and client integration process is unique. We understand the importance of a smooth transition and take all the necessary steps to ensure that your expectations are met at every step.

State of the art performance management systems are utilized to monitor the quality, consistency, and effectiveness of service. Strict protocols are in place to ensure effective communication and problem resolution. Dedicated account managers play an active role in ensuring your complete satisfaction. Business Reviews may be conducted on a quarterly basis or more often if necessary. We will let you know if there are things you can do to help us in terms of addressing structural, storage and sanitation issues. Our priority is always to keep your facilities pest free, protecting the experiences of your customers and employees. Your account manager will be your single point of contact, and a liaison with our operations group.

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## PEST PREVENTION PRICING SCHEDULE

### Initial Services Investment

- **Set-up and Implementation**

Includes all labor and materials required to complete the setup of the new crawling insect and rodent prevention programs on each of the listed properties throughout the district.

**Pest Prevention Program Initial Investment up** **\$No Additional Charge for Set up**

**E-Z Clean Rodent Bait Station Monthly Rental** **N/A**

**Total Initial Investment IFB** **\$ Standard cost Shown on**

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### Monthly Recurring Investment

- **Regular Monthly Service** \_\_\_\_\_

Includes all labor and materials to perform the specified coverage per IFB

**Rodent bait stations monthly rental \$ N/A**

Per IFB will maintain the current stations that are located around covered building. Bait will be changed monthly, and station cleaned. In the event stations need to be purchased will be sold at cost.

### Monthly Recurring Investment



**First Year TOTAL Investment** \$

**This program includes all Eco Aware treatment requirements including all IPM regulations and requirements.**

**5% discount awarded for paying in full all scheduled services.**

## **ANCILLARY SERVICE PRICING SCHEDULE**

### **Bed Bugs**

Depending  
on size of Issue

### **Termites**

Spot Treatment - \$500 per 10' linear treatment  
Further pricing can be provided upon inspection.  
Preventative Bait can be priced per building at customer's request.

### **Fire Ants – Top Choice**

Field treatments – playground treatments – \$850 per 50lb bag  
Includes application.

---

### **Large Animal Removal**

\$300 base price for animals over 39lbs - special pricing over 130lbs

### **Small Animal Removal**

\$135 base price for animals under 39lbs – rodents/mice are included in service at no charge.

### **Skunks**

Skunk capture and or removal \$250

### **Bee Removal**

\$100 base service price  
Additional pricing will be determined by the area size and location of the bees.



### **Bird Abatement**

Available upon request  
Below 20Ft  
Above 20Ft

### **References**

Terrell Independent School District  
Chris Lay  
Director of Maintenance & Operations  
972-563-2424  
[christopher.lay@terrellisd.org](mailto:christopher.lay@terrellisd.org)

Azle Independent School District  
Tonya McDowell  
Maintenance Administrator  
817-444-3235  
[tmcdowell@azleisd.net](mailto:tmcdowell@azleisd.net)

Texas Woman's University  
Bobby Trevino  
Operations Manager  
940-367-0507  
[rtrevino@twu.edu](mailto:rtrevino@twu.edu)

The University of Texas – Dallas  
Hayley Minton  
Director – Housing Operations  
972-883-7300  
[hminton@utdallas.edu](mailto:hminton@utdallas.edu)

---

Stephen F. Austin  
Mark Scott, MBA, CPM  
Assistant Director  
936-468-4017  
[scottranda@sfasu.edu](mailto:scottranda@sfasu.edu)



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Massey Services, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>315 Groveland Street</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Orlando, FL 32804</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
OR									
<b>Employer identification number</b>									
5	9	-	2	5	7	1	5	0	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <u>Cynthia Wood</u>	Date ▶ <u>11/2/24</u>
------------------	--	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

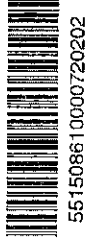
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES



**TEXAS DEPARTMENT OF AGRICULTURE**  
COMMISSIONER SID MILLER  
P. O. BOX 12847 AUSTIN, TX 78711-2847  
(877) 542-2474

For the hearing impaired: (800) 735-2989 (TDD)  
(800) 735-2988 (VOICE)

[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)

**SPCS BUSINESS LICENSE**

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

TDA TPCL No. : 0734598

SPCB TPCL : NA

Expiration Date : 04/30/2025

MASSEY SERVICES INC

26797 HANNA RD BLDG 3 STE 2&3  
OAK RIDGE NORTH TX 77385



## Franchise Tax Account Status

As of: 05/18/2016 08:46:18 AM

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**This Page is Not Sufficient for Filings with the Secretary of State**

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### MASSEY SERVICES INC.

Texas Taxpayer Number 15925571505  
Mailing Address 315 GROVELAND ST  
ORLANDO, FL 32804-4052  
Right to Transact Business in Texas ACTIVE  
State of Formation FL  
Effective SOS Registration Date 08/24/2012  
Texas SOS File Number 0801645362  
Registered Agent Name Not on file  
Registered Office Street Address

# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit <b>Massey Services, Inc</b>	Phone (Area code and number) <b>407-645-2500</b>
Address (Street & number, P.O. Box or Route number) <b>315 Groveland St</b>	
City, State, ZIP code <b>Orlando, FL 32804</b>	
Texas Sales and Use Tax Permit Number (must contain 11 digits) <b>1 5 9 2 5 5 7 1 5 0 5</b>	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico  (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: Univar

Street address: PO Box 34325

City, State, ZIP code: Seattle, WA 98124


Description of items to be purchased on the attached order or invoice:  
All chemicals and products purchased

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:  
Pest prevention and termite control services

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser  sign here	Title Director of Tax and Compliance	Date 6/7/18
---	---	----------------

**This certificate should be furnished to the supplier.  
 Do not send the completed certificate to the Comptroller of Public Accounts.**

# State of Florida



## Department of State

I certify from the records of this office that MASSEY SERVICES, INC. is a corporation—organized under the laws of the State of Florida, filed on February 5, 1985.

The document number of this corporation is H41017.

I further certify that said corporation has paid all fees due this office through December 31, 1990, and its status is active.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the

20th day of February, 1990.



CR2EO22 (6-88)

Jim Smith  
Secretary of State



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-019/MR) **Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.** Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and One (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**BID NUMBER:** IFB 24-019/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, June 5, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

A handwritten signature in black ink that reads "Deborah Clark".

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
**The Beaumont Enterprise & Pt. Arthur**  
News: May 1, 2024 & May 8, 2024  
**The Examiner:**  
May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.



**1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 BID ALTERATIONS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 QUANTITIES.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**✚ 1.15 ADDENDA.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

#### **1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

### **2. PERFORMANCE.**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

#### **2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

#### **2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

#### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

#### **2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

#### **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

#### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

#### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

#### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

#### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. CONTRACT.**

#### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

#### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### **7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### **9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### **10. FISCAL FUNDING.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**DELIVERY.**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.



- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41. CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <u>40 U.S.C. 3145</u> ), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <u>40 U.S.C. 3701-3708</u> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations ( <u>29 CFR Part 5</u> ). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act ( <u>33 U.S.C. 1251-1387</u> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> ) and the Federal Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

<p>&gt;\$25,000</p>	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	<p>2 CFR 200 APPENDIX II (H)</p>
<p>&gt;\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
	<p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>See 2 CFR §200.216.</p>	<p>2 CFR 200 APPENDIX II (K)</p>
	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>
<p>&gt;\$10,000</p>	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>2 CFR 200.323</p>
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112



None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

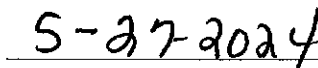
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

  
\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Aibel Petroleum Company, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Ami Sigee

Signature of Contractor's Authorized Official

Toni Sigee, Operations Director

Name and Title of Contractor's Authorized Official

5-27-2024

Date

### REQUIRED FORM

**Bidder: Please complete this form  
and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*Toni Sigee*

Signature of Contractor's Authorized Official

*Toni Sigee, Operations Director*

Name and Title of Contractor's Authorized Official

*5-27-2024*

Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

**Bids must be submitted in complete original form by mail or messenger to the following address:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED **BID**". The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, June 5, 2024.**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.



In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, May 20, 2024.

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**



**Important Reqs and Certs Update** [Show Details](#)  
Mar 1, 2024



[See All Alerts](#)

**Planned Maintenance Schedule** [Show Details](#)  
May 21, 2024



[Home](#)   [Search](#)   [Data Bank](#)   [Data Services](#)   [Help](#)

[< Update / Renew Registration](#)

**YOUR ENTITY REGISTRATION INFORMATION:**

**ALOEL PETROLEUM CO LLC**   Active  
Registration

UNIQUE ENTITY ID	PURPOSE OF REGISTRATION	PHYSICAL ADDRESS
JCX4Z1AKZNX7	ALL AWARDS	290 N 10TH ST BEAUMONT, TX 77702-2203 USA

CAGE/NCAGE	EXPIRATION DATE
9NWC5	SEP 5, 2024

What would you like to update?

I would like to update my Points of Contact

Points of Contact updates are effective immediately. This update does not replace your

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

 **2. Submit a FORM 1295 hard copy** (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

### **FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

**SAMPLE COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>																																
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS																																	
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:35%;">4 Name of Interested Party</th> <th style="width:25%;">City, State, Country (place of business)</th> <th colspan="2" style="width:35%;">Nature of Interest (check applicable)</th> </tr> <tr> <td></td> <td></td> <th style="width:15%;">Controlling</th> <th style="width:15%;">Intermediary</th> </tr> <tr> <td style="padding: 2px;">VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</td> <td></td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td style="padding: 2px;">VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</td> <td></td> <td></td> <td style="text-align: center;">X</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X		VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X																	
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																															
		Controlling	Intermediary																														
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X																															
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X																														
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span> <div style="text-align: right; margin-right: 50px;"><input type="checkbox"/></div>																																	
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="text-align: right; margin-right: 50px;">(month) (year)</div> <div style="text-align: right; margin-right: 50px;">_____ Signature of authorized agent of contracting business entity (Declarant)</div>																																	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																	

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> A'loel Petroleum Company, LLC Beaumont, TX United States	Certificate Number: 2024-1169714
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Jefferson County Purchasing Department	Date Filed: 06/02/2024  Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 24-019/MR  
 Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SIGEE, TONI	Beaumont, TX United States	X	

**5 Check only if there is NO Interested Party.**

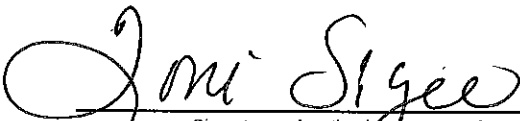
**6 UNSWORN DECLARATION**

My name is Toni Sigee, and my date of birth is 3-20-1962

My address is 290 N. 10th St Beaumont TX 77702 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 2nd day of June, 2024.  
(month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000



**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County

**Bidder's Company/Business Name:** Aloel Petroleum Company, LLC

**Bidder's TAX ID Number:** 87-2476317

**If Applicable:** HUB Vendor No. 1872476317300 DBE Vendor No. \_\_\_\_\_

**Contact Person:** Toni Sige **Title:** Operations Director

**Phone Number (with area code):** 409-239-5917 or 409-46-4109

**Alternate Phone Number if available (with area code):** 409-466-4109

**Fax Number (with area code):** N/A

**Email Address:** fueling@aloelpc.net

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

290 N. 104th St.

Address  
Beaumont, Texas 77702

City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-019/MR.

### Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

### Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

**The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.**

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

- d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

If during the life of the contract, the successful bidder's net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.

5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

**Tank Wagon Delivery Location Site 1:**

Jefferson County Sheriff's Marine Operations Center  
5950 South 1<sup>st</sup> Avenue  
Sabine Pass, TX 77655  
Above-Ground Tank. Size: 8,000 gallon tank.

**Tank Wagon Delivery Location Site 2:**

Port of Beaumont  
1225 Main Street  
Beaumont, TX 77701  
Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**  
Ethanol-Free Gasoline: 48,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

## Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props
- (2) Airboats with Pleasure Craft Marine 600 HP Supercharged Engines

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

A'lcel Petroleum Company, LLC  
Company Name

For clarification of this offer, contact:

290 N. 10th St.  
Address

Toni Sigee, Operations Director  
Name & Title

Beaumont TX 77702  
City State Zip

409-239-5917 N/A  
Phone Fax

Toni Sigee  
Signature of Person Authorized to Sign

fueling@albelpc.net  
E-mail

Toni Sigee  
Printed Name

Operations Director  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 24-019/MR), Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

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**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-019/MR
IFB TITLE: Term Contract for Marine Motor Fuel for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 1
ISSUED (DATE): May 29, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:
Natalie Wade
Witness

Irma Bouchette
Witness

Toni Sgee
Authorized Signature (Respondent)
Operations Director
Title of Person Signing Above

Toni Sgee
Typed Name of Business or Individual

Approved by TS Date: 6-2-2024

290 N. 10th St. Bmt. TX 77702
Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

1. Question: Do you own the current tanks.  
Answer: Yes
2. Question: What is the average size of delivery in gallons for each location?  
Answer: The average delivery gallons this budget year for site 1 location is 3,770 gallons.  
We have not had any deliveries this budget year for site 2 location.
3. Question: Which Octane of Ethanol Free Gasoline are you requesting sine you are only listing that you have 1 tank at each location but you are listing all octane grades for bid?  
Answer: The department would like a bid on all octanes listed.
4. Question: Do you typically order more than 1 location at a time? (split delivery)  
Answer: No
5. Question: Can we please get a copy of the previous bid tabulations?  
Answer: See Attachment A
6. Question: Can we please get a copy of a current fuel invoice with backup provided by your current supplier?  
Answer: See Attachment B

**Attachment A**  
**Final Tabulation**  
**IFB 19-012/YS**  
**Term Contract for Marine Motor Fuel for Jefferson County**

		<b>Sun Coast Resources, Inc.</b>	
Item	Description	Brand	+/- factor
1	Ethanol Free, 91 or higher octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u> Number of Octane Bid for Item 1: <u>93 Oct.</u> (Bid options for this item are 91 or higher octane)	Bid Price is Based on Daily Rack Price Plus or Minus <u><b>+.2550</b></u> cents per gallon
2	Ethanol Free, 89 octane Fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u><b>+.2550</b></u> cents per gallon
3	Ethanol Free, 87 octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u><b>+.2550</b></u> cents per gallon

Sun Coast Resources, Inc.  
6450 Cavalcade, Building 1  
Houston TX 77026  
attn: Terri Bateman  
[national@suncoastresources.com](mailto:national@suncoastresources.com)  
ph: 713-429-6702

Attachment B



Invoice

MAIL TO: 6405 Cavalcade Bldg 1, Houston, TX 77026

REMIT TO: PO Box 735606, Dallas, TX 75373-5606

Bill-To Acct. 10203053  
JEFFERSON COUNTY  
ATTN: PATRICK SWAIN  
1149 PEARL ST 7TH FL  
BEAUMONT TX 77701-3835

Invoice No. 97354936  
Invoice Date 04/04/2024  
Payment Terms NET DUE IN 30 DAYS  
Purchase Order No. 90357  
Standing PO1. *Blanket*  
Sales Rep NATIONAL ACCOUNTS  
Sales Order 8444770  
*Dt M W*  
*865-3054-421-3037*

Ship-To Acct. 10203054  
SABINE PASS PORT AUTHORITY / JEFFERSON C  
5960 S 1ST  
SHERIFFS MARINE UNIT  
SABINE PASS TX 77656  
JEFFERSON COUNTY

Line	Material/Description	Quantity	Price	Amount
10	BOL 878198 13 SUPER 90 OCT CONVL	3,780.60 GAL	3.487000	13,182.95
	FUEL SURCHARGE			29.25
	FED SUPERFUND REC	3,780.60 GAL	0.004048	15.30
	FEDERAL LUST TAX	3,780.60 GAL	0.001000	3.78
	FEDERAL OIL SPILL	3,780.60 GAL	0.002143	8.10
	TX STATE EXCISE TAX 1	3,780.60 GAL	0.200000	756.12
	ST DEL/ENV FEE REIMB			3.45
		TOTAL AMOUNT	\$	13,998.95

INVOICE IS DUE ON 05/04/2024

CONVENTIONAL GASOLINE MESSAGES:  
CONVENTIONAL GASOLINE - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

*ACCOUNTS RECEIVABLE*  
*MAY 03 2024*  
*ACCOUNTS RECEIVABLE*

A FINANCE CHARGE OF ONE AND ONE-HALF (1 1/2) PERCENT (1.5%) ANNUALLY WILL BE ADDED TO ALL INVOICES OVER 30 DAYS PAST DUE. PLEASE DIRECT ALL INVOICE INQUIRIES TO CUSTSERV@SUNCOASTRESOURCES.COM, 713-844-9633.

Thank You For Your Business

Gun Coast Resources  
6405 Cavalcade  
Houston, TX 77026  
713-844-9600  
IN CASE OF AN EMERGENCY, PLEASE CALL  
1-800-679-3335

Units: A208  
Driver: 005541 KEITH HENDERSON  
BOL 076199

Customer Arriv Time: 04/04/2024 17:42:56  
Delivery Start Time: 04/04/2024 17:59:45  
Delivery Compl Time: 04/04/2024 18:17:21

Sales Order #: 849470

Ship To #: 10203034  
Ship To Address:  
SABINE PASS PORT AUTHORITY - JEFFER  
1900 1ST  
JEFFERSON MARINE UNIT  
SABINE PASS, TX 77855

Customer #: 10203033

Customer Address:  
JEFFERSON COUNTY  
4149 BEARR ST 7TH FL  
BEAUMONT, TX 77701

Product 11 SUPER MARV 30 GAL GALLON

HAZMAT:

PK 1293 CASQUINE 3. PK 11

Tank ID Qty End Time  
CUSTOMER WHITE TANK 5790.6 15:37:37

Product 23 Diesel Fuel 3780.6

Register 3 Register Readings (s)

Tank ID	Start	End	Total
CUSTOMER W 1813990.0	1813992.0	1813992.0	1991.6
CUSTOMER W 1817082.5	1817084.7	1817084.7	2822.0
CUSTOMER W 1818994.7	1818971.5	1818971.5	756.8

Register 4 Balance: 1780.6

Inches

Fuel Meter

Tank ID Begin End

CUSTOMER WHITE TANK 12 39 0

Total Delivered Gallons: 3780.6

Delivery Demstrate

Arrival Time: 04/04/2024 17:42:56

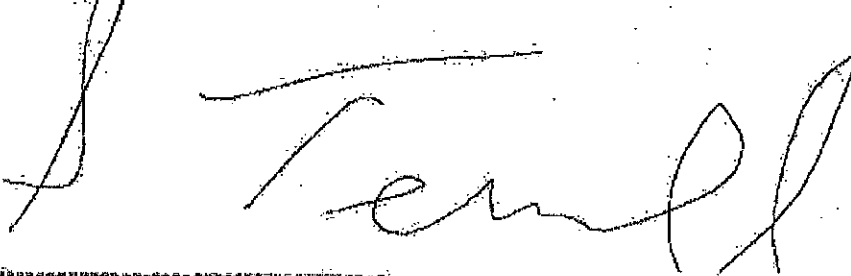
Departure Time: 04/04/2024 18:17:21

Demurrage Minutes: 4

Lat / Lon: 29.739551 / -93.890214

Reason: 9504 Pump

Received By: Terrel



Lat: 29.739551 Lon: -93.890214

Sgt. Stephen Terrell



Customer certifies: 1. Driver has delivered correct product and quantity to correct tank as reflected by this ticket; 2. Storage tank(s) is/are properly registered with TCEQ and meet all EPA requirements; 3. Its storage tank(s) and fueling system are free of water and sludge and it accepts all responsibility for post-delivery water-related/contaminated fuel issues; 4. It knows that past due accounts are subject to an 1% per annum charge plus attorney's fees and costs if placed for collection.

**BID FORM**

Item	Description	Brand	+/- Factor
1	<b>Ethanol-Free, 91 or Higher Octane Fuel</b> To Be Delivered via Tank Wagon.	Various Unbranded + <u>Motiva</u>  Number of Octane Bid for Item 1: <u>93</u>  (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus  <u>+ .2550</u> cents per gallon.
2	<b>Ethanol-Free, 89 Octane Fuel</b> To Be Delivered via Tank Wagon.	Various Unbranded + <u>Motiva</u>	Bid Price is Based on Daily Rack Price Plus or Minus  <u>+ .2550</u> cents per gallon
3	<b>Ethanol-Free, 87 Octane Fuel</b> To Be Delivered via Tank Wagon	Various Unbranded + <u>Motiva</u>	Bid Price is Based on Daily Rack Price Plus or Minus  <u>+ .2550</u> cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

**Successful bidder shall make deliveries within 24 hours of order.**

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1  Date Received 5-29-2024  
 Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM  
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Tx Dot

Address: 125 East 11th St Austin TX 78701

Contact Person and Title: Ashley Ramirez, CTCO, CTCM,

*Purchaser - Strategic & Services Section Procurement Division (PRO)*

Phone: 956-712-7934 Fax: N/A

Email Address: ashley.ramirez@txdot.gov Contract Period: as needed

Scope of Work: Deliver fuel to pods

REFERENCE TWO

Government/Company Name: Manson Construction

Address: 408 Old Bayou Dularge Road, Houma, La. 70363

Contact Person and Title: Corey Babin, Purchasing agent

Phone: 985-858-3513 Fax: N/A

Email Address: cbabin@mansonconstruction.com Contract Period: as needed

Scope of Work: Fuel boats for Army Core of Engineers.

REFERENCE THREE

Government/Company Name: Dauphin Island Mariner

Address: P.O. Box 577, Dauphin Island, AL 36528

Contact Person and Title: Sandi Jones

Phone: 251-861-2201 Fax: 251-861-8708

Email Address: dilandmarina13@gmail.com Contract Period: as needed

Scope of Work: Pay for fuel for Army Core of Engineers

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

A'luel Petroleum Company, LLC  
Bidder (Entity Name)

Toni Sigee  
Signature

290 N. 104th St.  
Street & Mailing Address

Toni Sigee  
Print Name

Beaumont, Texas 77702  
City, State & Zip

5-27-2024  
Date Signed

409-239-5917  
Telephone Number

N/A  
Fax Number

fueling@aluelpc.net  
E-mail Address

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

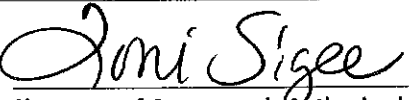
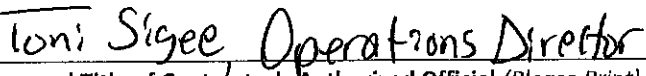
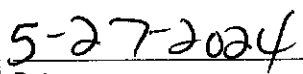
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official
 _____ Name and Title of Contractor's Authorized Official (Please Print)
 _____ Date

<b>REQUIRED FORM</b> <b>Bidder: Please complete this form</b> <b>and include with bid submission.</b>
---

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; font-family: cursive;">Aibel Petroleum Company, LLC</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small></p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p><small>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="font-size: 1.5em; font-family: cursive;">Jim Sigee</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right" style="font-size: 1.5em; font-family: cursive;">5-27-2024</p> <p align="right">_____ Date</p>		

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
<b>5</b>	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right" style="margin-right: 100px;">_____</p> <p align="right" style="margin-right: 100px;"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____  <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . . ?**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.

Toni Sgee  
Printed Name of Authorized Representative

Toni Sgee  
Signature

Operations Director  
Title

5-27-2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: A'luel Petroleum Company, LLC HUB:  Yes  No

Address: 290 N. 104th St. Bmt TX 77702  
Street City State Zip

Phone (with area code): 409-239-5917 Fax (with area code): N/A

Project Title & No.: Marine Motor Fuel for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act + 2C MR Sections  
 Prime Contract Amount: \$2.550 per gal. 200.318-324 # IFB 24-019/MR

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Toni Sigee  
 Printed Name of Contractor Representative

Toni Sigee  
 Signature of Representative

5-27-2024  
 Date

\_\_\_\_\_  
 Printed Name of HUB

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.** Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: A'lvel Petroleum Company LLC HUB:  Yes  No

HUB Status (Gender & Ethnicity): Female / Black

Address: 290 N. 104th Street Bmti TX 77702  
Street City State Zip

Phone (with area code): 409-466-4109 Fax (with area code): \_\_\_\_\_

Project Title & No.: Marine Motor Fuel for Jefferson County Pursuant to Chpt. 262 Tx Local Govt Code, the County Purchasing Act & 2 CFR sections 200.318-326 IFB/RFP No.: IFB 24-019/MR

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ N/A

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: N/A

Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

---

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): N/A

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: N/A

Street City State Zip

Contact person: N/A Title: N/A

Phone (with area code): N/A Fax (with area code): N/A

Proposed Subcontract Amount: \$ N/A Percentage of Prime Contract: N/A %

Description of Subcontract Work to be Performed: N/A

All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder:** Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Toni Sige

Title: Operations Director

Signature: Toni Sige

Date: 5-27-2024

E-mail address: fueling@aloe1pc.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): Toni Sige

Title: Operations Director

Date: 5-27-2024

E-mail address: fueling@aloe1pc.net

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that A'lbel Petroleum Company, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	87-2476317
Company Name submitting bid/proposal:	A'lbel Petroleum Company, LLC
Mailing address:	290 N. 104th St. Bmt. TX 77702
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
22490	255 Elgie St. Bmt. TX 77705
3796 + 3797	290 + 260 N. 104th St Bmt. TX 77702
106388	4816 Aspen Lane Pt. Arthur TX 77642

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

I, Toni Sgee, the undersigned representative of (company or business name) A'loel Petroleum Company, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Handwritten Signature]
Signature of Company Representative

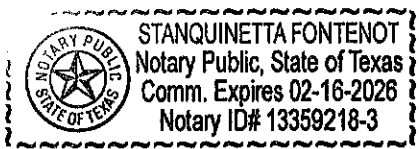
5-31-2024
Date

On this 31<sup>ST</sup> day of MAY, 2024, personally appeared

TONI SIGEE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal [Handwritten Signature]
Notary Signature

5/31/2024
Date



REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**SENATE BILL 252 CERTIFICATION**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

A'loel Petroleum Company, LLC  
Company Name

IFB 24-019/MR  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**



BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas

on this day personally appeared Toni Sigee, who  
(name)

after being by me duly sworn, did depose and say:

"I, Toni Sigee am a duly authorized officer of/agent  
(name)  
for A'lbel Petroleum Company, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said A'lbel Petroleum Company, LLC.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Toni Sigee for A'lbel Petroleum Company, LLC  
290 N. 104th St. Beaumont, Texas 77702

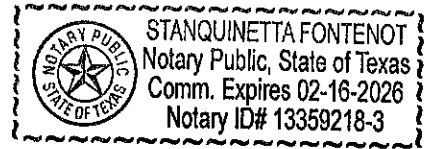
Fax: N/A Telephone# 409-466-4109  
by: Toni Sigee Title: Operations Director  
(print name)

Signature: Toni Sigee

SUBSCRIBED AND SWORN to before me by the above-named  
TONI SIGEE on  
this the 31<sup>ST</sup> day of MAY, 2024

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

[Signature]  
Notary Public in and for  
the State of TEXAS





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

Type text here

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and One (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**BID NUMBER:** IFB 24-019/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, June 5, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
The Beaumont Enterprise & Pt. Arthur  
News: May 1, 2024 & May 8, 2024  
The Examiner:  
May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 BID ALTERATIONS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 QUANTITIES.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 ADDENDA.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in



the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**10. FISCAL FUNDING.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

**By signing the offer section of the Offer and Acceptance page, Bidder certifies:**

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>



	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <u>40 U.S.C. 3145</u> ), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <u>40 U.S.C. 3701-3708</u> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations ( <u>29 CFR Part 5</u> ). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act ( <u>33 U.S.C. 1251-1387</u> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> ) and the Federal Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ol>	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Midtex Oil LP certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Dinora Silva*

Signature of Contractor's Authorized Official

Area Sales Manager

Name and Title of Contractor's Authorized Official

06/04/2024

Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



## DEBARMENT/SUSPENSION CERTIFICATION

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Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Midtex Oil LP certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

*Dinora Silva*

Signature of Contractor's Authorized Official

Dinora Silva- Area Sales Manager

Name and Title of Contractor's Authorized Official

06/04/2024

Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## **CIVIL RIGHTS COMPLIANCE PROVISIONS**

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*Dinora Silva*

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Dinora Silva - Area Sales Manager

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

06/04/2024

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions **supersede** General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety.**

The County requests that bid submissions **NOT** be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### **Bids must be submitted in complete original form by mail or messenger to the following address:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, June 5, 2024.**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, May 20, 2024.

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may initially accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFO/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

**5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

**FORM 1295 Implementation Background:**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

**FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

**SAMPLE COMPLETED FORM 1295**

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.			
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
<b>5</b> Check only if there is NO Interested Party.		CHECK BELOW IF APPLICABLE <input type="checkbox"/>	
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b>			
My name is _____, and my date of birth is _____.			
My address _____ (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.



**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1171147

Date Filed:  
06/05/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Midtex Oil LP  
Beaumont , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Jefferson County Purchasing Department

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
IFB 24-019/MR  
Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Silva , Dinora	Houston , TX United States		X
	Midtex Oil LP	Beaumont , TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Dinora Silva, and my date of birth is March 16, 1985.

My address is 12327 Amanda Pines Drive, Houston, TX, 77089, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 4th day of June, 2024.  
(month) (year)

Dinora Silva  
Signature of authorized agent of contracting business entity  
(Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Zurich American Insurance Company		16535
<b>INSURER B :</b> Underwriters of Lloyds, London - AIN #:AA112200		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 920554502      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		GLO550193704	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 <input checked="" type="checkbox"/> MCS-90		BAP550193804	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50		23UKPCB230002530135306	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC550193604	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont TX 77701	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kari Cooley</i>

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**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County

**Bidder's Company/Business Name:** Midtex Oil LP

**Bidder's TAX ID Number:** 74-1864941

*If Applicable:* **HUB Vendor No.** \_\_\_\_\_ **DBE Vendor No.** \_\_\_\_\_

**Contact Person:** Dinora Silva **Title:** Area Sales Manager

**Phone Number (with area code):** 713-412-6020

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** Dinora@midtexoil.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

12583 Hwy 90 West  
Address  
Beaumont, Texas 77713  
City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form  
and include with bid submission.**



## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-019/MR.

### Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

### Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

**The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.**

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

- d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

If during the life of the contract, the successful bidder's net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.

5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

**Tank Wagon Delivery Location Site 1:**

Jefferson County Sheriff's Marine Operations Center  
5950 South 1<sup>st</sup> Avenue  
Sabine Pass, TX 77655  
Above-Ground Tank. Size: 8,000 gallon tank.

**Tank Wagon Delivery Location Site 2:**

Port of Beaumont  
1225 Main Street  
Beaumont, TX 77701  
Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**  
Ethanol-Free Gasoline: 48,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

## Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props
- (2) Airboats with Pleasure Craft Marine 600 HP Supercharged Engines

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

---

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1; Confirmed, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Midtex Oil LP

Company Name

12583 Hwy 90 West

Address

Beaumont, Texas 77713

City                      State                      Zip

*Dinora Silva*

Signature of Person Authorized to Sign

Dinora Silva

Printed Name

Area Sales Manager

Title

**For clarification of this offer, contact:**

Dinora Sila - Area Sales Manager

Name & Title

713-412-6020

Phone                      Fax

Dinora@midtexoil.com

E-mail

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 24-019/MR), Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-019/MR
IFB TITLE: Term Contract for Marine Motor Fuel for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 1
ISSUED (DATE): May 29, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Dinora Silva
Authorized Signature (Respondent)

Witness

Area Sales Manager
Title of Person Signing Above

Witness

Midtex Oil LP
Typed Name of Business or Individual

Approved by Date:

12583 US-90, Beaumont, TX 77713
Address

**BID FORM**

Item	Description	Brand	+/- Factor
1	<b>Ethanol-Free, 91 or Higher Octane Fuel</b> To Be Delivered via Tank Wagon.  Please note: 91 or Higher Oct is not available. We will offer 90 Oct	<u>Various Unbranded</u>  Number of Octane Bid for Item 1: <u>90 oct</u>  (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2500</u> cents per gallon.
2	<b>Ethanol-Free, 89 Octane Fuel</b> To Be Delivered via Tank Wagon.	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2500</u> cents per gallon
3	<b>Ethanol-Free, 87 Octane Fuel</b> To Be Delivered via Tank Wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2500</u> cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

**Successful bidder shall make deliveries within 24 hours of order.**

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 DS Date Received 05/29/24  
 Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**



**VENDOR REFERENCES FORM**

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: Beaumont ISD

Address: 3255 Milam Beaumont, TX 77701

Contact Person and Title: Robert McManus/ Maintance Manager

Phone: 409-617-5631 Fax: \_\_\_\_\_

Email Address: RMCMANU@bmtisd.com Contract Period: Active 3 years

Scope of Work: Fuel & Lubricants

**REFERENCE TWO**

Government/Company Name: City of Lake Jackson

Address: 25 Oak Drive Lake Jackson, TX 77566

Contact Person and Title: Gaye Shockley/ Fleet Manager

Phone: 979-415-2400 Fax: \_\_\_\_\_

Email Address: gshockley@lakejacksontx.gov Contract Period: Active 5 years

Scope of Work: Fuel & Lubricants

**REFERENCE THREE**

Government/Company Name: Tomball ISD

Address: 310 S. Cherry St. Tomball, TX 77375

Contact Person and Title: James Carlton/Maintanance Manager

Phone: 281-357-3193 EXT 6109 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: Active

Scope of Work: Fuel & Lubricants

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Midtex Oil LP  
Bidder (Entity Name)  
  
12583 Hwy 90 West  
Street & Mailing Address  
  
Beaumont, Texas 77713  
City, State & Zip  
  
713-412-6020  
Telephone Number  
  
Dinora@midtexoil.com  
E-mail Address

*Dinora Silva*  
Signature  
  
Dinora Silva  
Print Name  
  
06/04/2024  
Date Signed  
  
  
Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

---

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<p><u><i>Dinora Silva</i></u> Signature of Contractor's Authorized Official</p> <p><u>Dinora Silva- Area Sales Manager</u> Name and Title of Contractor's Authorized Official (Please Print)</p> <p><u>06/04/2024</u> Date</p>
--

<p><b>REQUIRED FORM</b> <b>Bidder: Please complete this form</b> <b>and include with bid submission.</b></p>
--

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Midtex Oil, L.P.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Deena Clanton  
Signature of vendor doing business with the governmental entity

02-01-2024  
Date

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
<b>5</b>	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p style="text-align: center;"><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .?

- |                              |  |   |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No            | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b> ** Midtex has the capabilities as prime contractors meeting Jefferson County delivery requirements **  |

If "No" was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.

Dinora Silva

Printed Name of Authorized Representative

*Dinora Silva*

Signature

Area Sales Manager

Title

06/04/2024

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

---

Contractor Name: Midtex Oil LP HUB:  Yes  No

Address: 12583 Hwy 90 West Beaumont, Texas 77713  
Street City State Zip

Phone (with area code): 713-412-6020 Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: Midtex Oil LP HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:      Tx. Bldg & Procurement Comm.      Jefferson County      Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                            Street                                      City                                      State                                      Zip

Contact person: \_\_\_\_\_                                      Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_                                      Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount:     \$ \_\_\_\_\_                                      Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:      Tx. Bldg & Procurement Comm.      Jefferson County      Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                            Street                                      City                                      State                                      Zip

Contact person: \_\_\_\_\_                                      Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_                                      Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount:     \$ \_\_\_\_\_                                      Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

<p><b>REQUIRED FORM</b> <b><u>Bidder:</u> Please complete this form and include with bid submission.</b></p>
--

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: Midtex will not utilize any subcontractors if the bid is awarded.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

---

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

<p><b>REQUIRED FORM</b> <b>Bidder: Please complete this form and include with bid submission.</b></p>
---

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Midtex Oil LP [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	74-1864941
Company Name submitting bid/proposal:	Midtex Oil LP
Mailing address:	12583 Hwy 90 West Beaumont, TX
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	12583 Hwy 90 West Beaumont, TX

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

I, Dinora Silva, the undersigned representative of (company or business name) Midtex Oil LP (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Dinora Silva

Signature of Company Representative

06/04/2024

Date

On this 4th day of June, 2024, personally appeared

the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**SENATE BILL 252 CERTIFICATION**

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**



**Important Reqs and Certs Update** Show Details  
Mar 1, 2024



**See All Alerts**

**Planned Maintenance Schedule** Show Details  
May 21, 2024



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< **Entity Information**

## Check Entity Status

This tool allows you to check the status of your entity.

- Search by Unique Entity ID/CAGE
- Search entities pending Unique Entity ID assignment



**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

MZNRLBMLHQZ5



**Reset**

**Search**

## Entity Information

MIDTEX OIL, L.P    Active Registration

Unique Entity ID  
MZNRLBMLHQZ5

Your registration was activated on 2024-01-31. It expires on 2025-01-28, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

### More About the Entity Status Tracker

[Getting Started with Registration](#)

[Entity Status Guide](#)

[Legend](#)

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE validation?](#)

[More Help](#)



**Validate Entity**  
Completed



**Get Unique Entity ID**  
Completed



**Core Data**  
Completed



**Assertions**  
Completed





**Reps & Certs**  
Completed



**POCs**  
Completed



**Submit**  
Completed



**Processing**  
Completed



**Active**  
Completed

## More About the Entity Status Tracker

[Getting Started with Registration](#)

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**SAM.gov**

**An official website of the U.S. General Services Administration**



**ORIGINAL**

## **JEFFERSON COUNTY**

**SEALED BID**

**BID DUE DATE:**  
**JUNE 5, 2024, BY 11AM**

**BID FOR:**  
**MARINE MOTOR FUEL**

**BID NUMBER:**  
**IFB 24-019/MR**

**ATTN: PURCHASING DEPARTMENT**  
**1149 PEARL STREET**  
**1<sup>ST</sup> FLOOR**  
**BEAUMONT, TX 77701**

**BY:**  
**SUN COAST RESOURCES, INC.**  
**C/O NATIONAL SALES & SUPPLY**  
**6405 CAVALCADE STREET, BUILDING 1**  
**HOUSTON, TX 77026**  
**NATIONAL@SUNCOASTRESOURCES.COM**  
**713-429-6702 DIRECT**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and One (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**BID NUMBER:** IFB 24-019/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, June 5, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBES), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
The Beaumont Enterprise & Pt. Arthur  
News: May 1, 2024 & May 8, 2024  
The Examiner:  
May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 BID ALTERATIONS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 QUANTITIES.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 ADDENDA.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.



**2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### **7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### **9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### **10. FISCAL FUNDING.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

**By signing the offer section of the Offer and Acceptance page, Bidder certifies:**

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX III and 41 CFR §60-1.4(b)</p>



Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"</u>). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671q</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

<p>&gt;\$25,000</p>	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	<p>2 CFR 200 APPENDIX II (H)</p>
<p>&gt;\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
	<p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>See 2 CFR §200.216.</p>	<p>2 CFR 200 APPENDIX II (K)</p>
	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>
<p>&gt;\$10,000</p>	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>2 CFR 200.323</p>
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ol>	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002



	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

### BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Sun Coast Resources, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:



**Signature of Contractor's Authorized Official**

Aaron Scheffler / General Counsel

**Name and Title of Contractor's Authorized Official**

June 3, 2024

**Date**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Sun Coast Resources, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

DocuSigned by:

Aaron Scheffler  
Signature of Contractor's Authorized Official

Aaron Scheffler / General Counsel  
Name and Title of Contractor's Authorized Official

June 3, 2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

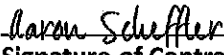
Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DocuSigned by:



Signature of Contractor's Authorized Official

Aaron Scheffler / General Counsel

Name and Title of Contractor's Authorized Official

June 3, 2024

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

**Bids must be submitted in complete original form by mail or messenger to the following address:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, June 5, 2024.**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, May 20, 2024.

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**





**Important Reqs and Certs Update** [Show Details](#)  
*Mar 1, 2024*



**See All Alerts**

**Planned Maintenance Schedule** [Show Details](#)  
*May 21, 2024*



[Home](#)   [Search](#)   [Data Bank](#)   [Data Services](#)   [Help](#)

[< Update / Renew Registration](#)

**YOUR ENTITY REGISTRATION INFORMATION:**

**SUN COAST RESOURCES, LLC**   Active  
Registration

UNIQUE ENTITY ID	PURPOSE OF REGISTRATION	PHYSICAL ADDRESS
CJLGL1X65DM3	ALL AWARDS	6405 CAVALCADE ST BLDG 1 HOUSTON, TX 77026-4315 USA

CAGE/NCAGE	EXPIRATION DATE
0WJM8	AUG 2, 2024

What would you like to update?

I would like to update my Points of Contact

Points of Contact updates are effective

**5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

**FORM 1295 Implementation Background:**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

**FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

**SAMPLE COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.**

**JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filling form, and the city, state and country of the business entity's place of business.</b> <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> <b>JEFFERSON COUNTY, TEXAS</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

**5 Check only if there is NO Interested Party.** **CHECK BELOW IF APPLICABLE**

**6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Sun Coast Resources, LLC  
 HOUSTON, TX United States

Certificate Number:  
 2024-1169916

Date Filed:  
 06/03/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County, Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

24-019/MR  
 Marine Motor Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lehne, Kathy	Houston, TX United States	X	
	Stoddard, Larry J.	Houston, TX United States	X	
	Robinson, Brian	Houston, TX United States	X	
	Smith, Lisa	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

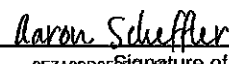
**6 UNSWORN DECLARATION**

My name is Aaron Scheffler, and my date of birth is 09/13/1980.

My address is 6405 Cavalcade St., Building 1, Houston, TX, 77026, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 3rd day of June, 2024.  
(month) (year)

DocuSigned by:  
  
 Signature of authorized agent of contracting business entity  
(Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

**11.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**11.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**11.1.3 Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**11.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

**11.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

**11.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**11.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**11.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**11.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

**11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

**11.7** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**11.8** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Lockton Companies) and INSURED (Sun Coast Resources, LLC). Includes contact info, phone, fax, email, and insurer details (Everest National, Everest Denali, Everest Premier, Ironshore Specialty).

COVERAGES CERTIFICATE NUMBER: 19864534 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Legal Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

CANCELLATION See Attachments

19864534 Jefferson County Purchasing Department 1149 Pearl Street 1st Floor Beaumont TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [Signature]

**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County

**Bidder's Company/Business Name:** Sun Coast Resources, LLC

**Bidder's TAX ID Number:** 76-0143483

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Tina Hardy **Title:** National Sales Asst.

**Phone Number (with area code):** 713-429-6702

**Alternate Phone Number if available (with area code):** N/A

**Fax Number (with area code):** N/A

**Email Address:** contractpricing@suncoastresources.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

6405 Cavalcade St., Bldg. 1  
Address  
Houston, TX 77026  
City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-019/MR.

### Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

### Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

**The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.**

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

- d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

If during the life of the contract, the successful bidder's net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.

5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

**Tank Wagon Delivery Location Site 1:**

Jefferson County Sheriff's Marine Operations Center  
5950 South 1<sup>st</sup> Avenue  
Sabine Pass, TX 77655  
Above-Ground Tank. Size: 8,000 gallon tank.

**Tank Wagon Delivery Location Site 2:**

Port of Beaumont  
1225 Main Street  
Beaumont, TX 77701  
Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**  
Ethanol-Free Gasoline: 48,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

## Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props
- (2) Airboats with Pleasure Craft Marine 600 HP Supercharged Engines

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

---

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Sun Coast Resources, LLC


Company Name

6405 Cavalcade St.

Address

Houston TX 77026

City State Zip



Signature of Person Authorized to Sign

**For clarification of this offer, contact:**

Tina Hardy National Sales Assistant

Name & Title

713-844-9600

Phone Fax

national@suncoastresources.com

E-mail

Aaron Scheffler

Printed Name

General Counsel

Title

**REQUIRED FORM  
Bidder: Please complete this form  
and include with bid submission.**

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 24-019/MR), Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**



**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 24-019/MR  
**IFB TITLE:** Term Contract for Marine Motor Fuel for Jefferson County  
**IFB DUE BY:** 11:00 am CT, Wednesday, June 5, 2024  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** May 29, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum: Vendor Questions**

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

Witness

Witness

Approved by AS Date: 6-3-24

Authorized Signature (Respondent)

General Counsel

Title of Person Signing Above

Sun Coast Resources, LLC

Typed Name of Business or Individual

6405 Cavalcade St., Houston, TX 77025

Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

1. Question: Do you own the current tanks.  
Answer: Yes
2. Question: What is the average size of delivery in gallons for each location?  
Answer: The average delivery gallons this budget year for site 1 location is 3,770 gallons. We have not had any deliveries this budget year for site 2 location.
3. Question: Which Octane of Ethanol Free Gasoline are you requesting sine you are only listing that you have 1 tank at each location but you are listing all octane grades for bid?  
Answer: The department would like a bid on all octanes listed.
4. Question: Do you typically order more than 1 location at a time? (split delivery)  
Answer: No
5. Question: Can we please get a copy of the previous bid tabulations?  
Answer: See Attachment A
6. Question: Can we please get a copy of a current fuel invoice with backup provided by your current supplier?  
Answer: See Attachment B

# Attachment A

## Final Tabulation

### IFB 19-012/YS

#### Term Contract for Marine Motor Fuel for Jefferson County

		<b>Sun Coast Resources, Inc.</b>	
Item	Description	Brand	+/- factor
1	Ethanol Free, 91 or higher octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u> Number of Octane Bid for Item 1: <u>93 Oct.</u> (Bid options for this item are 91 or higher octane)	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon
2	Ethanol Free, 89 octane Fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon
3	Ethanol Free, 87 octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon

Sun Coast Resources, Inc.  
 6450 Cavalcade, Building 1  
 Houston TX 77026  
 attn: Terri Bateman  
[national@suncoastresources.com](mailto:national@suncoastresources.com)  
 ph: 713-429-6702



# Invoice

MAIL TO: 6405 Cavalcade Bldg 1, Houston, TX 77026

REMIT TO: PO Box 735606, Dallas, TX 75373-5606

Bill-To Acct. 10203053  
 JEFFERSON COUNTY  
 ATTN: PATRICK SWAIN  
 1149 PEARL ST 7TH FL  
 BEAUMONT TX 77701-3835

Invoice No. 97354936  
 Invoice Date 04/04/2024  
 Payment Terms NET DUE IN 30 DAYS  
 Purchase Order No. 90357 *Blanket*  
 Standing PO1  
 Sales Rep NATIONAL ACCOUNTS  
 Sales Order 8444770  
*St. M...  
 8653054-421-3037*

Ship-To Acct. 10203054  
 SABINE PASS PORT AUTHORITY / JEFFERSON C  
 5960 S 1ST  
 SHERIFFS MARINE UNIT  
 SABINE PASS TX 77665  
 JEFFERSON COUNTY

Line	Material/Description	Quantity	Price	Amount
10	BOL 878198 13 SUPER 90 OCT CONVL	3,780.60 GAL	3.487000	13,182.95
	FUEL SURCHARGE			29.25
	FED SUPERFUND REC	3,780.60 GAL	0.004048	15.30
	FEDERAL LUST TAX	3,780.60 GAL	0.001000	3.78
	FEDERAL OIL SPILL	3,780.60 GAL	0.002143	8.10
	TX STATE EXCISE TAX 1	3,780.60 GAL	0.200000	756.12
	ST DEL/ENV FEE REIMB			3.45
<b>TOTAL AMOUNT</b>				<b>\$ 13,998.95</b>

INVOICE IS DUE ON 05/04/2024

**CONVENTIONAL GASOLINE MESSAGES:**

CONVENTIONAL GASOLINE - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

*ACCOUNTS PAYABLE*

*MAY 03 2024*

*ACCOUNTS PAYABLE*

A FINANCE CHARGE OF ONE AND ONE-HALF (1 1/2) PERCENT (18%) ANNUALLY WILL BE ADDED TO ALL INVOICES OVER 30 DAYS PAST DUE. PLEASE DIRECT ALL INVOICE INQUIRIES TO CUSTSERV@SUNCOASTRESOURCES.COM, 713-844-9833.

**Thank You For Your Business**

Coast Resources, Inc.

SALE NUMBER 4311  
 METER NUMBER 3  
 UNIT ID 1189  
 23 SUPER LEVE PRODUCT (DISTILLATE)  
 TIME START 04/04/2024 11:01:31  
 TIME END 04/04/2024 11:39:26  
 SPAN COUNT 3.0 GALLONS  
 END GROSS COUNT 3780.6 GALLONS  
 NET GROSS COUNT 3780.6 GALLONS  
 TARE 18199.9 GALLONS  
 TOTAL 14419.7 GALLONS

Link ID

Bestn End

CUSTOMER WHITE JANK 12 35 D  
 Total Delivered Gallons: 3780.6

46657 100 - 93.833105

Er(Ins): 1. Driver has  
 correct product and quantity  
 correct tank as reflected by this  
 sheet. Storage tank(s) is/are  
 properly registered with TCEQ and meet  
 all EPA requirements. All its storage  
 tank(s) and fueling system are free of  
 any water and is clean(s) and  
 approved for post-delivery  
 use. It does not have any  
 contaminated fuel issues.  
 It does not have any accounts due  
 subject to an 18% per annum charge plus  
 attorney's fees and costs if placed for  
 collection.

4205

4205

4205

OF AN EMERGENCY, PLEASE CALL

79-3835

4205

(409) KETH HENDERSON

Arrive Time: 04/04/2024 11:42:56

Start Time: 04/04/2024 11:59:05

Unit ID: 1189

Phone: 10203053

Address:

COAST RESOURCES, INC. / JEFFERSON

COAST

COAST MARINE UNIT

COAST, TX 77052

Phone: 10203053

Address:

JEFFERSON COUNTY

JEFFERSON COUNTY

JEFFERSON, TX 77701

COAST RESOURCES, INC. / JEFFERSON

COAST, TX 77052

ID: 1189

Link ID: 1189

23-Delivered: 3780.6

meter 3 Totalizer Readings(s):

ID	Start	End	Total
EMER 1	1817022.9	1817022.9	1817.6
EMER 2	1817022.9	1817022.9	1817.6
EMER 3	1817022.9	1817022.9	1817.6

Sun Coast Raquel  
6405 Cavalcade  
Houston, TX 77026  
713-944-9600  
IN CASE OF AN EMERGENCY, PLEASE CALL  
1-800-679-8338

Units: AZ05  
Driver: (0754) KEITH HENDERSON  
BOL: 5-876198

Customer Arriv Time: 04/04/2024 17:42:56  
Delivery Start Time: 04/04/2024 17:59:45  
Delivery Comp Time: 04/04/2024 18:47:21

Sales Order #: 8414770

Ship To #: 10203094  
Ship To Address:  
SABINE PASS PORT AUTHORITY # JEFFER  
5149 S 1ST  
SHERIFFS MARINE UNIT  
SABINE PASS, TX 77554

Customer #: 10203094  
Customer Address:  
JEFFERSON COUNTY  
4149 BEARL ST 7TH FL  
BEAUMONT, TX 77701

Vehicle # 17 SUPER MARV 30 OCT 2017

HAZMAT:  
UN 1203, GASONINK, G, RT 11

Tank ID: 0010  
CUSTOMER WHITE TANK 0030.6 18,376.27

Product 22 Delivered: 3780.6

Register 3 Totalizer Readings (s):

Tank ID	Start	End	Total
CUSTOMER W 1813990.0	1817952.6		1091.6
CUSTOMER W 1817082.5	1818974.7		882.2
CUSTOMER W 1818974.7	1818771.5		756.8

Register 3 Delivered: 3780.6

Inches

Fuel Meter

Tank ID: 0010

CUSTOMER WHITE TANK 0.2 35 0

Total Delivered Gallons: 3780.6

Delivery Demurrage

Arrival Time: 04/04/2024 17:42:56

Departure Time: 04/04/2024 18:47:21

Demurrage Minutes: 0

Lat / Lon: 29.739557 / -93.490214

Reaman: 020V PUMP

Received By: Terrell

Lat: 29.739557 Lon: -93.490214

Sgt. Stephen Terrell

Customer certifies: 1. Driver has delivered correct product and quantity to correct tank as reflected by this ticket. 2. Storage tank(s) is/are properly registered with TCEQ and meet all EPA requirements. 3. Its storage tank(s) and fueling system are free of water and sludge and it accepts all responsibility for post-delivery water-related/contaminated fuel issues. 4. It knows that past due accounts are subject to an 1% per annum charge plus attorney's fees and costs if placed for collection.



**EXCEPTIONS**

**JEFFERSON COUNTY**

**Sun Coast Resources, LLC's ("SCR") bid and all signatures contained therein are subject to and conditioned upon the following exceptions.**

**Section 6 – General Terms and Conditions.** SCR cannot agree to the below language in Section 6. SCR has an extensive emergency response department within its company which has been recognized nationally for our work with first responders during all the major storms over the past 10 plus years. Sun Coast also has a contract with the State of Texas to provide fuel to first responders during periods of peril. In the event there is a need for the Emergency Response Program, this would be subject to a separate contract. In the absence of such an agreement, any delivery would be made on a best-efforts basis, in as timely a fashion as reasonably possible.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

(JFB 24-019/IMR) Term Contract for Marine Motor Fuel for Jefferson County

PAGE 8 OF 58

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**Section 4 – Minimum Specs. Scope.** SCR cannot agree to have this bid apply to emergency work as stated below. SCR has an extensive emergency response department within its company which has been recognized nationally for our work with first responders during all the major storms over the past 10 plus years. Sun Coast also has a contract with the State of Texas to provide fuel to first responders during periods of peril. In the event there is a need for the Emergency Response Program, this would be subject to a separate contract. In the absence of such an agreement, any delivery would be made on a best-efforts basis, in as timely a fashion as reasonably possible.



Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

Aaron Schaffer

A handwritten signature in black ink, appearing to be "AS" with a long horizontal stroke extending to the right.

General Counsel

6-3-24

**BID FORM**

Item	Description	Brand	+/- Factor
1	<b>Ethanol-Free, 91 or Higher Octane Fuel</b> To Be Delivered via Tank Wagon.	Various Unbranded <hr/> Number of Octane Bid for Item 1: <u>93</u> (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus +0.2930 cents per gallon.
2	<b>Ethanol-Free, 89 Octane Fuel</b> To Be Delivered via Tank Wagon.	Various Unbranded <hr/>	Bid Price is Based on Daily Rack Price Plus or Minus +0.2930 cents per gallon
3	<b>Ethanol-Free, 87 Octane Fuel</b> To Be Delivered via Tank Wagon	Various Unbranded <hr/>	Bid Price is Based on Daily Rack Price Plus or Minus +0.2930 cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

**Successful bidder shall make deliveries within 24 hours of order.**

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1   X   Date Received 05/29/2024  
 Addendum 2        Date Received         
 Addendum 3        Date Received       

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

## VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

#### REFERENCE ONE

Government/Company Name: Houston Independent School District

Address: 4400 West 18th Street, Houston, TX 77092

Contact Person and Title: Janice James, category Specialist, Purchasing Services

Phone: 713-556-6534

Fax: N/A

Email Address: jjames1@houstonisd.org

Contract Period: 12+ Years

Scope of Work: Fuel & Lubricants

#### REFERENCE TWO

Government/Company Name: United States Postal Service

Address: 2801 Washington Ave., Houston, TX 77077

Contact Person and Title: Shyawn T. Littleford, Purchasing & Transportation & Strategy Specialist

Phone: 202-412-3608

Fax: N/A

Email Address: shyawn.t.littleford@usps.gov

Contract Period: 17+ Years

Scope of Work: Fuel & Emergency Services

#### REFERENCE THREE

Government/Company Name: Chevron Phillips Chemical

Address: 9500 I-10 East, Baytown, TX 77521

Contact Person and Title: Stanley Ballou, Rotating Equipment Analyst

Phone: 281-421-6224

Fax: N/A

Email Address: ballosb@cpchem.com

Contract Period: 21+ Years

Scope of Work: Fuel, Lubricants & Turnaround's

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Sun Coast Resources, LLC  
Bidder (Entity Name)

*A-S*  
Signature

6405 Cavalade St.  
Street & Mailing Address

Aaron Scheller  
Print Name

Houston, TX 77026  
City, State & Zip

6-3-24  
Date Signed

713-844-9600  
Telephone Number

Fax Number

national@suncoastresources.com  
E-mail Address

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### CERTIFICATION REGARDING LOBBYING


#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<p>DocuSigned by:    <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <b>Signature of Contractor's Authorized Official</b></p> <p>Aaron Scheffler / General Counsel  <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <b>Name and Title of Contractor's Authorized Official (Please Print)</b></p> <p>June 3, 2024  <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <b>Date</b></p>
---

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">Sun Coast Resources, LLC</p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an updated questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed:</p> <p style="text-align: center; margin-left: 40px;">_____</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p style="font-size: x-small;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income other than investment income from or at the direction of the local government officer named in this section AND taxable income is received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment, business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b> DocuSigned by:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p style="font-size: x-small; margin-top: 5px;">Signature of Vendor Doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p>June 3, 2024</p> <p style="font-size: x-small;">Date</p> </div> </div>						

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p align="center"><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> <p align="right">_____ Signature of Local Government Officer</p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . . ?**

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**If "No" was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.**

*Aaron Schettler*

Printed Name of Authorized Representative

*AS*

Signature

*General Counsel*

Title

*6-3-24*

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
                              Street                               City                               State                               Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                              Street                               City                               State                               Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.** Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

<b>REQUIRED FORM</b> <b>Bidder: Please complete this form and include with bid submission.</b>
---

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:     Tx. Bldg & Procurement Comm.     Jefferson County     Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount:    \$ \_\_\_\_\_    Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:     Tx. Bldg & Procurement Comm.     Jefferson County     Tx Unified Certification Prog.

Address: \_\_\_\_\_  
                                Street                                City                                State                                Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount:    \$ \_\_\_\_\_    Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_


Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Aaron Scheffler

Title: General Counsel

Signature: 

Date: 06.03.24

E-mail address: ascheffler@suncoastresources.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Contract Pricing Department

Title: Contracts

Date: 06.03.2024

E-mail address: contractpricing@suncoastresources.com

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Sun Coast Resources [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0143483
Company Name submitting bid/proposal:	Sun Coast Resources, LLC
Mailing address:	1405 Cavalcade St, Bldg. 4, Houston 77026
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

I, Aaron Schaffer, the undersigned representative of (company or business name) Sun Coast Resources LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Handwritten signature of Aaron Schaffer

Signature of Company Representative

Handwritten date: 6-3-24

Date

On this 3rd day of June, 2024, personally appeared

Handwritten name: Aaron Schaffer

the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

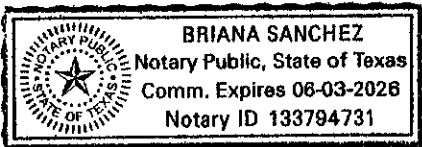
Notary Seal

Handwritten signature of Briana Sanchez

Notary Signature

Handwritten date: 6/3/2024

Date



REQUIRED FORM
Bidder: Please complete this form and include with bid submission.



**SENATE BILL 252 CERTIFICATION**

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Aaron Scheffler, who  
(name)

after being by me duly sworn, did depose and say:

"I, Aaron Scheffler am a duly authorized officer of/agent  
(name)  
for Sun Coast Resources, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Sun Coast Resources, LLC.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Sun Coast Resources, LLC

6050 Concourse St., Building 1, Houston, TX 77026

Fax: 713-429-8424 Telephone# 713-429-8446

by: Aaron Scheffler Title: General Counsel  
(print name)

Signature: A-S

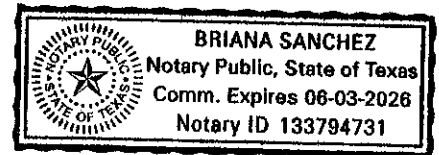
SUBSCRIBED AND SWORN to before me by the above-named

Aaron Scheffler on

this the 3<sup>rd</sup> day of June, 2024

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

Briana Sanchez  
Notary Public in and for  
the State of TEXAS





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and One (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**BID NUMBER:** IFB 24-019/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, June 5, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
The Beaumont Enterprise & Pt. Arthur  
News: May 1, 2024 & May 8, 2024  
The Examiner:  
May 2, 2024 & May 9, 2024

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**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, In its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

## **SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

### **1. BIDDING.**

#### **1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

#### **1.2 AUTHORIZED SIGNATURES.**

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

#### **1.3 LATE BIDS.**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **1.6 BID AMOUNTS.**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

#### **1.8 ALTERNATES.**

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 DESCRIPTIONS.**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 BID ALTERATIONS.**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 TAX EXEMPT STATUS.**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 QUANTITIES.**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 BID AWARD.**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 ADDENDA.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 GENERAL INSURANCE REQUIREMENTS.**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 PUBLIC BID OPENING.**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 AGE AND MANUFACTURE.**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 DELIVERY LOCATION.**

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 INSTALLATION CHARGES.**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 STORAGE.**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

**2.13 ACCEPTABILITY.**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 MAINTENANCE.**

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced



accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 INVOICES.**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

### **3.3 PROMPT PAYMENT.**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

### **3.4 FUNDING.**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.**

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 VENUE.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 SILENCE OF SPECIFICATIONS.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**5. REJECTION OR WITHDRAWAL.**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

**7. AWARD.**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**8. CONTRACT.**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**9. WAIVER OF SUBROGATION.**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**10. FISCAL FUNDING.**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**13. SPECIFICATIONS.**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. DELIVERY.**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.** /

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**16. CURRENCY.**

Prices calculated by the bidder shall be stated in U.S. dollars.

**17. PRICING.**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**19. CERTIFICATION.**

**By signing the offer section of the Offer and Acceptance page, Bidder certifies:**

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX III and 41 CFR §60-1.4(b)</p>

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in



	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <u>40 U.S.C. 3145</u> ), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <u>40 U.S.C. 3701-3708</u> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations ( <u>29 CFR Part 5</u> ). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act ( <u>33 U.S.C. 1251-1387</u> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <u>42 U.S.C. 7401-7671q</u> ) and the Federal Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.



## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Jody Spoonemore*

Signature of Contractor's Authorized Official

Jody Spoonemore / Sales Representative

Name and Title of Contractor's Authorized Official

05/13/2024

Date

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

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Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Tri-Con Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Jody Spoonemore  
Signature of Contractor's Authorized Official

Jody Spoonemore / Sales Representative  
Name and Title of Contractor's Authorized Official

05/13/2024  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*Jody Spoonemore*

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jody Spoonemore / Sales Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

05/13/2024

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**BID PACKAGING:** Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

**All submissions must be received by 11:00 am CT, Wednesday, June 5, 2024.**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, May 20, 2024.

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

## 5. **FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 1. **Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

### 2. **Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 30**.

### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

### **FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code



**SAMPLE COMPLETED FORM 1295**

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS			
<b>3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		Controlling	Intermediary
		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
<b>5</b> Check only if there is no Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span>			
<input type="checkbox"/>			
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span> _____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017  
 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1159975

Date Filed:  
05/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tri-con, Inc.  
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-019 MR  
Gasoline

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

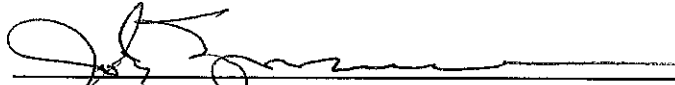
### 6 UNSWORN DECLARATION

My name is Jody Spoonemore, and my date of birth is 01-21-68.

My address is 7076 W. PORT ARTHUR ROAD BEAUMONT TX 77705 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in JEFFERSON County, State of TEXAS, on the 13 day of May, 2024.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

**11.1 Definitions:**

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

7/31/2024

DATE (MM/DD/YYYY)

5/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1415303 Tri-Con, Inc. P.O. Box 20555 Beaumont TX 77720	<b>INSURER A :</b> Crestbrook Insurance Company		18961
	<b>INSURER B :</b> Landmark American Insurance Company		33138
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES** TRIC011      **CERTIFICATE NUMBER:** 20577983      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CPP117729A	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CPP117729A	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Deductible \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CU11729A	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Liquor Liability	N	N	CPP117729A	7/31/2023	7/31/2024	\$1M Occ/\$2M General Aggregate \$2M each occ/agg
B	Excess Auto Liability	N	N	LHA104845	10/16/2023	7/31/2024	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Umbrella Liability placed with Crestbrook Insurance Policy #CU11729A with terms 7/31/23-7/31/24 sits over the General Liability and Auto Liability placed with Crestbrook Insurance Policy #CPP117729 with terms 7/31/23-7/31/24 and Employers Liability placed with Texas Mutual Policy #TSPF000113181 with terms 1/31/24-1/31/25.  
 Excess Auto Liability placed with Landmark American Policy #LHA104845 with terms 10/16/23-7/31/24 sits over the Auto Liability placed with Crestbrook Insurance Policy #CPP117729 with terms 7/31/23-7/31/24 Jefferson County, Texas is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

20577983  
 Jefferson County, Texas  
 1149 Pearl Street, First Floor  
 Beaumont TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County

**Bidder's Company/Business Name:** Tri-Con Inc.

**Bidder's TAX ID Number:** 74-1647339

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Jody Spoonemore **Title:** Sales Representative

**Phone Number (with area code):** 409-835-2237 Ext 116

**Alternate Phone Number if available (with area code):** 409-782-9548

**Fax Number (with area code):** 409-835-1925

**Email Address:** jodyspoonemore@triconinc.org

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

7076 West Port Srtthur Road  
Address  
Beaumont, Texas 77705  
City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## SECTION 4: MINIMUM SPECIFICATIONS

---

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-019/MR.

### Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

### Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

**The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.**

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

- d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.
- If during the life of the contract, the successful bidder's net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.
5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

**Tank Wagon Delivery Location Site 1:**

Jefferson County Sheriff's Marine Operations Center  
5950 South 1<sup>st</sup> Avenue  
Sabine Pass, TX 77655  
Above-Ground Tank. Size: 8,000 gallon tank.

**Tank Wagon Delivery Location Site 2:**

Port of Beaumont  
1225 Main Street  
Beaumont, TX 77701  
Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**  
Ethanol-Free Gasoline: 48,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

## Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props
- (2) Airboats with Pleasure Craft Marine 600 HP Supercharged Engines

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

---

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Tri- Con Inc.  
\_\_\_\_\_  
Company Name

P.O. Box 20555  
\_\_\_\_\_  
Address

Beaumont TX 77720  
\_\_\_\_\_  
City State Zip

*Jody Spoonemore*  
\_\_\_\_\_  
Signature of Person Authorized to Sign

Jody Spoonemore  
\_\_\_\_\_  
Printed Name

Sales Representative  
\_\_\_\_\_  
Title

**For clarification of this offer, contact:**

Jody Spoonemore / Sales Rep  
\_\_\_\_\_  
Name & Title

409-835-2235 409-835-1925  
\_\_\_\_\_  
Phone Fax

jodyspoonemore@triconinc.org  
\_\_\_\_\_  
E-mail

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 24-019/MR), Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**BID FORM**

<b>Item</b>	<b>Description</b>	<b>Brand</b>	<b>+/- Factor</b>
1	<b>Ethanol-Free, 91 or Higher Octane Fuel</b> To Be Delivered via Tank Wagon.	Global <hr/> Number of Octane Bid for Item 1: <u>93</u> (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus  <u>+.239</u> cents per gallon.
2	<b>Ethanol-Free, 89 Octane Fuel</b> To Be Delivered via Tank Wagon.	Global <hr/>	Bid Price is Based on Daily Rack Price Plus or Minus  <u>+.239</u> cents per gallon
3	<b>Ethanol-Free, 87 Octane Fuel</b> To Be Delivered via Tank Wagon	Global <hr/>	Bid Price is Based on Daily Rack Price Plus or Minus  <u>.239</u> cents per gallon

Orders will be placed on an **as-needed** basis, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

**Successful bidder shall make deliveries within 24 hours of order.**

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



## VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

#### REFERENCE ONE

Government/Company Name: Orange County

Address: 812 N 16th street Orange, TX 77630

Contact Person and Title: Tim Funches

Phone: 409-882-7902 Fax: 409-670-4106

Email Address: tfunches@co.orange.tx.us Contract Period: Active

Scope of Work: Fuel & Lubricants

#### REFERENCE TWO

Government/Company Name: Jefferson County DD #6

Address: 6550 Walden Road Beaumont, TX 77707

Contact Person and Title: Karen Stewart

Phone: 409-842-3616 Fax: \_\_\_\_\_

Email Address: kstewart@dd6.org Contract Period: Active

Scope of Work: Fuel & lubricants

#### REFERENCE THREE

Government/Company Name: Lower Neches River Valley

Address: 7850 Eastex Freeway Beaumont, Texas 77708

Contact Person and Title: David Marceaux

Phone: 409-892-4011 Fax: \_\_\_\_\_

Email Address: dmarceaux@lnva.org Contract Period: Active

Scope of Work: Fuel

**SIGNATURE PAGE**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

<u>Tri-Con Inc.</u> Bidder (Entity Name)	<u>Jody Spoonemore</u> Signature
<u>7076 W. port Arthur Road / P.O. Box 20555</u> Street & Mailing Address	<u>Jody Spoonemore</u> Print Name
<u>Beaumont, Texas 77720</u> City, State & Zip	<u>05-20-24</u> Date Signed
<u>409-8352237</u> Telephone Number	<u>409-835-1925</u> Fax Number
<u>jodyspoonemore@triconinc.org</u> E-mail Address	

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Jody Spoonemore*

Signature of Contractor's Authorized Official

Jody Spoonemore / Sales Representative

Name and Title of Contractor's Authorized Official (Please Print)

05-20-24

Date

### **REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____                      Date                 </p>		

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>  <p align="center">N/A</p>	Date Received  
<b>2</b>	<b>Office Held</b>  	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  <p align="center"><small>(attach additional forms as necessary)</small></p>	
<b>6</b>	<b>AFFIDAVIT</b>  I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.  <p align="right">_____</p> <p align="right"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.  _____ <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . . ?

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**If "No" was selected, please explain and include any pertinent documentation with your bid.**

**If necessary, please use a separate sheet to answer the above questions.**

Jody Spoonemore

Printed Name of Authorized Representative

*Jody Spoonemore*

Signature

Sales Representative

Title

05-20-24

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**





**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Tri-Con Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	76-1647339
Company Name submitting bid/proposal:	Tri-Con Inc.
Mailing address:	P.O. Box 20555 Beaumont, Texas 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
SEE ATTACHED	

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

# Tri-Con, Inc

LOCATION	ACCOUNT #	CITY/COUNTY	ADDRESS
BULK PLANT	233220-000-058900-00000-5	JEFF CNTY	7076 W Port Arthur Road
BULK PLANT	700000-000-625001-00000-6	JEFF CNTY	7076 W Port Arthur Road
EM #4	300044-000-001100-00000-2	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001000-00000-4	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001105-00000-1	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	700000-000-197002-00000	JEFF CNTY	11755 Hwy 105, Beaumont
EM #6	071425-000-000100-00000-1	JEFF CNTY	3181 Saba Lane, Pt Neches
EM #6	700000-000-622386-00000	JEFF CNTY	3181 Saba Lane, Pt Neches
4455 WASHINGTON	036050-000-006100-00000-5	JEFF CNTY	4455 Washington, Beaumont
EM #10	036050-000-006000-00000-7	JEFF CNTY	2210 IH10 South, Beaumont
EM #10	700000-000-195763-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #10 Subway	700000-000-583091-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #11	300459-000-002500-00000-2	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #11	700000-000-622383-00000	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #15	032700-000-000700-00000-2	JEFF CNTY	5710 Hwy 105, Beaumont
EM #15	700000-000-622388-00000	JEFF CNTY	5710 Hwy 105, Beaumont
EM #18	049401-000-060800-00000-3	JEFF CNTY	2357 Hwy 69, Nederland
EM #18	700000-000-622392-00000-2	JEFF CNTY	2357 Hwy 69, Nederland
EM #19	049400-000-048831-00000-7	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	049400-000-048805-00100-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	700000-000-622393-00000-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #20	021850-000-013400-00000-0	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM #20	700000-000-622389-00000-8	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM #23	067550-000-000100-00000-2	JEFF CNTY	910 S Major Drive, Beaumont
EM #23	700000-000-622396-00000-0	JEFF CNTY	910 S Major Drive, Beaumont
EM #25	039130-000-000100-00000	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM #25	700000-000-622403-00000-0	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM #26	049402-000-025600-00000	JEFF CNTY	5410 Parkway Street, Groves
EM #26	700000-000-622397-00000-0	JEFF CNTY	5410 Parkway Street, Groves
EM #27	002250-000-001100-00000	JEFF CNTY	3911 Pure Atlantic, Groves
EM #27	700000-000-622398-00000-0	JEFF CNTY	3911 Pure Atlantic, Groves
EM #28 (1655)	235222-000-004800-00000	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM #28 (1655)	700000-000-622402-00000-0	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM #29	233220-000-007400-00000	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM #29	700000-000622399-00600-0	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM #30	231218-000-012600-00000	JEFF CNTY	255 Dowlen Road, Beaumont
EM #30	700000-000-622401-00000-0	JEFF CNTY	255 Dowlen Road, Beaumont
ROYAL STOP	300056-000-016200-00000	JEFF CNTY	8350 Gladys Street, Beaumont
ROYAL STOP	700000-000-622394-00000-8	JEFF CNTY	8350 Gladys Street, Beaumont
EASTEX/DELAWARE	021750-000-003800-00000	JEFF CNTY	2790 Eastex Frwy, Beaumont

**HOUSE BILL 89 VERIFICATION**

---

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

**Pursuant to Section 2270.002, Texas Government Code:**

1. **“Boycott Israel”** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. **“Company”** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

<p style="text-align: center;"><b>REQUIRED FORM</b> <b>Bidder: Please complete this form</b> <b>and include with bid submission.</b></p>
--

**SENATE BILL 252 CERTIFICATION**

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jody Spoonemore, who  
(name)

after being by me duly sworn, did depose and say:

"I, Jody Spoonemore am a duly authorized officer of/agent  
(name)

for Tri-Con, Inc. and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Tri-Con, Inc.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Tri-Con Inc.

Fax: 409-835-1925 Telephone# 409-835-2237

by: Jody Spoonemore Title: Sales Representative  
(print name)

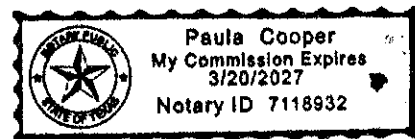
Signature: Jody Spoonemore

SUBSCRIBED AND SWORN to before me by the above-named  
Jody Spoonemore on

this the 3<sup>rd</sup> day of June, 2024.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

Paula Cooper  
Notary Public in and for  
the State of Texas







JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-019/MR
IFB TITLE: Term Contract for Marine Motor Fuel for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, June 5, 2024
ADDENDUM NO.: 1
ISSUED (DATE): May 29, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness signatures: Sandra Cooper, John Cannon

Jody Spoonemore
Authorized Signature (Respondent)
Sales Representative
Title of Person Signing Above
Jody Spoonemore
Typed Name of Business or Individual
P.O. Box 20555 Beaumont, TX 77705
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

1. Question: Do you own the current tanks.  
Answer: Yes
2. Question: What is the average size of delivery in gallons for each location?  
Answer: The average delivery gallons this budget year for site 1 location is 3,770 gallons. We have not had any deliveries this budget year for site 2 location.
3. Question: Which Octane of Ethanol Free Gasoline are you requesting sine you are only listing that you have 1 tank at each location but you are listing all octane grades for bid?  
Answer: The department would like a bid on all octanes listed.
4. Question: Do you typically order more than 1 location at a time? (split delivery)  
Answer: No
5. Question: Can we please get a copy of the previous bid tabulations?  
Answer: See Attachment A
6. Question: Can we please get a copy of a current fuel invoice with backup provided by your current supplier?  
Answer: See Attachment B

**Attachment A**  
**Final Tabulation**  
**IFB 19-012/YS**  
**Term Contract for Marine Motor Fuel for Jefferson County**

<b>Sun Coast Resources, Inc.</b>			
Item	Description	Brand	+/- factor
1	Ethanol Free, 91 or higher octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u> Number of Octane Bid for Item 1: <u>93 Oct.</u> (Bid options for this item are 91 or higher octane)	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon
2	Ethanol Free, 89 octane Fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon
3	Ethanol Free, 87 octane fuel, to be delivered via tank wagon	<u>Various Unbranded</u>	Bid Price is Based on Daily Rack Price Plus or Minus <u>+.2550</u> cents per gallon

Sun Coast Resources, Inc.  
6450 Cavalcade, Building 1  
Houston TX 77026  
attn: Terri Bateman  
[national@suncoastresources.com](mailto:national@suncoastresources.com)  
ph: 713-429-6702

Attachment B



Invoice

MAIL TO: 6405 Cavalcade Bldg 1, Houston, TX 77026

REMIT TO: PO Box 735606, Dallas, TX 75373-5606

Bill-To Acct. 10203053 JEFFERSON COUNTY ATTN: PATRICK SWAIN 1149 PEARL ST 7TH FL BEAUMONT TX 77701-3635	Invoice No. 97354936 Invoice Date 04/04/2024 Payment Terms: NET DUE IN 30 DAYS Purchase Order No. Standing PO# 90357 <i>Blanket</i> Sales Rep NATIONAL ACCOUNTS Sales Order 8444770
Ship-To Acct. 10203054 SABINE PASS PORT AUTHORITY (JEFFERSON C) 5960 S 1ST SHERIFFS MARINE UNIT SABINE PASS TX 77665 JEFFERSON COUNTY	<i>815-3054-421-3037</i>

Line	Material/Description	Quantity	Price	Amount
10	BOL 876198 13 SUPER 90 OCT CONVL	3,780.60 GAL	3.487000	13,182.95
	FUEL SURCHARGE			29.25
	FED SUPERFUND REC	3,780.60 GAL	0.004048	15.30
	FEDERAL LUST TAX	3,780.60 GAL	0.001000	3.78
	FEDERAL OIL SPILL	3,780.60 GAL	0.002143	8.10
	TX STATE EXCISE TAX 1	3,780.60 GAL	0.200000	756.12
	ST DEL/ENV FEE REIMB			3.45
TOTAL AMOUNT				\$ 13,998.95

INVOICE IS DUE ON 05/04/2024

CONVENTIONAL GASOLINE MESSAGES:

CONVENTIONAL GASOLINE - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.

*ACCOUNTS PAYABLE*

*MAY 03 2024*

*ACCOUNTS PAYABLE*

A FINANCE CHARGE OF ONE AND ONE-HALF (1 1/2) PERCENT (18%) ANNUALLY WILL BE ADDED TO ALL INVOICES OVER 30 DAYS PAST DUE. PLEASE DIRECT ALL INVOICE INQUIRIES TO CUSTSERV@SUNCOASTRESOURCES.COM, 713-844-9633.

Thank You For Your Business

Coast Resources, Inc.

SALE NUMBER 4311  
 METER NUMBER 3  
 UNIT ID 1189  
 SUPER SERVICE DRUGS (L) STATION  
 TIME START 04/04/2024 11:01:31  
 TIME END 04/04/2024 11:39:26  
 START COUNT 0.0 GALLONS  
 END GROSS COUNT 3790.6 GALLONS  
 NET GROSS 3790.6 GALLONS  
 TOTAL GROSS 181990.9 GALLONS  
 TOTAL NET 181990.9 GALLONS

Tank ID Begin End  
 CUSTOMER WHITE TANK 12 35 D  
 Total Delivered Gallons: 3790.6

Dr. AN EMERGENCY, MEASL, CAS  
 79-9835

4205  
 (9754) KEITH HENDERSON

Arrive Time: 04/04/2024 17:42:56  
 Leave Time: 04/04/2024 17:59:05

Phone # : 800-570

PHONE PASS FOR AUTHORITY 2 JEFFERSON COUNTY  
 PHONE PASS, TX 77626

PHONE # : 10203053

PHONE # : 72701

PHONE # : 901-203-6820 LINE 3, PG 21

ID GALLS End Time  
 MER WHITE TANK 356.6 1823/37

Net 25 Delivered: 356.6

meter 3 Totalizer readings(S):

ID	Start	End	Total
MER W	1817920.9	1817923.9	3.0
MER W	1817923.9	1817927.7	3.8
MER W	1817927.7	1817931.5	3.8

Articles: 1. Driver has  
 correct product and quantity  
 reported tank as reflected by this  
 receipt. Storage tank(s) is/are  
 properly registered with TCEQ and meet  
 all EPA requirements. Storage  
 tank(s) and filling system are free of  
 water, debris and all hazards-all  
 appropriate for post-delivery  
 use. Contaminated fuel is not  
 present. It is known that post-delivery accounts are  
 subject to an 18% per annum charge plus  
 attorney fees and costs if placed for  
 collection.

Sun Coast Resources  
6405 Cavalcade  
Houston, TX 77026  
813-844-9500  
IN CASE OF AN EMERGENCY, PLEASE CALL  
1-800-679-3333

Units: 2295  
Driver: (67844) KEITH HENDERSON  
BOL 878193

Customer Arrival Time: 04/04/2024 17:42:56  
Delivery Start Time: 04/04/2024 17:59:45  
Delivery End Time: 04/04/2024 18:47:21

Order Number: 843870  
Ship To #: 10201094  
Ship To Address:  
SABINE PASS PORT AUTHORITY / JEFFER  
1966 S 1ST  
SHERIFFS MARINE UNIT  
SABINE PASS, TX 77554

Customer #: 10201093  
Customer Address:  
JEFFERSON COUNTY  
6149 BEAR ST 7TH BR  
BEAUMONT, TX 77701  
Product 11 SUPER MARV 30 GAL GALV

HAZMAT  
UN 1203, GASOLINE, G, PG 1.1

Tank ID: 1235 Start: 18:30:00  
CUSTOMER WHITE TANK 2290.6 18:30:00

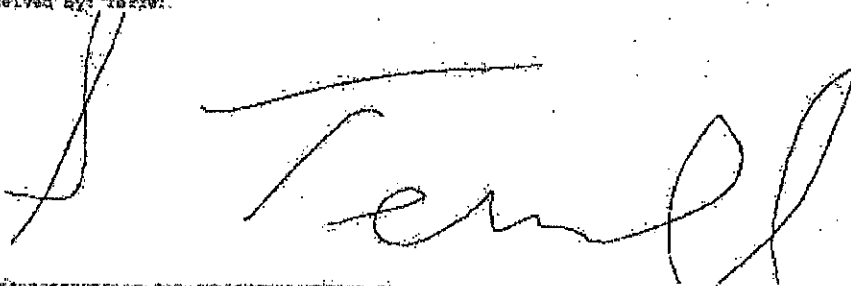
Product 23 Delivered: 3780.6  
Register 3 Register Readings (lit)  
Tank ID Start End Total  
CUSTOMER W 181390.0 181702.6 1091.6  
CUSTOMER W 181702.6 181874.7 182.2  
CUSTOMER W 181874.7 181977.8 756.8

Register 3 Delivered: 1780.6

Inches  
Fuel Water  
Tank ID Begin End  
CUSTOMER WHITE TANK 12 35 0

Total Delivered Gallons: 3780.6  
Delivery Demurrage  
Arrival Time: 04/04/2024 17:42:56  
Departure Time: 04/04/2024 18:47:21  
Demurrage Minutes: 0  
Lat / Lon: 29.739551 / -93.890214  
Reason: 920V RAMP

Received By: Terrell



Lat: 29.739551 Lon: -93.890214

Sgt. Stephen Terrell

Customer certifies: 1. Driver has  
received correct product and quantity  
to correct tank as reflected by this  
ticket; 2. Storage tank(s) is/are  
properly registered with TCEQ and meet  
all EPA requirements; 3. The storage  
tank(s) and fueling system are free of  
water and sludge and it accepts all  
responsibility for post-delivery  
water-related/contaminated fuel issues;  
4. It knows that past due accounts are  
subject to an 1% per annum charge plus  
attorney's fees and costs if placed for  
collection.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**AMENDMENT I TO CONTRACT**

June 11, 2024


Southeast Texas Building Service, Inc.  
3304 Spurlock Rd.  
Nederland, TX 77627  
Attention: Robert Bodin

Dear Mr. Bodin:

This letter will serve as Amendment I (one) to contract RFP 23-052/MR, Janitorial Services for Jefferson County.

Amendment I (one) will reduce service for the Mid-County Office Building, located at 7759 Viterbo Rd., Beaumont, TX 77627 to Tuesday and Friday at a rate of \$200.00 per week for services 2 days per week, reduce services for the Mid-County Tax Office, located at 4605 Jerry Ware Dr., Beaumont, Texas 77705 to Tuesday and Friday at a rate of \$125.00 per week for services 2 days per week and reduce services for the Hampshire Building, located at 19217 FM 365, Beaumont, TX 77705 to Tuesday and Friday at a rate of \$150.00 per week for services 2 days per week effective July 1, 2024.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)).

  
\_\_\_\_\_  
Southeast Texas Building Service, Inc.

6/12/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Roxanne Acosta Hellberg  
County Clerk, Jefferson County

\_\_\_\_\_  
Date





809 Highway 327 East  
 Silsbee, Texas 77656  
 Phone: (409) 385-3971  
 Fax: (409) 385-5550  
 www.sbstx.net

**Date:** 04/30/2024  
**To:** Jefferson County Emergency Management  
**Re:** A/V System for Emergency Management Office

Southwest Building Systems (SBS) is pleased to provide this informational correspondence quotation for the above referenced project.

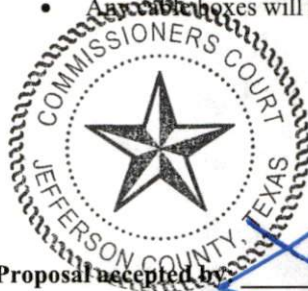
**Scope of Work – Installing the following A/V System in Emergency Management Office:**

Make	Model #	Description	Qty	Unit Cost	Extended
Samsung	QM85C	85" Pro 4K UHD Display	2	\$ 5,136.60	\$ 10,273.20
Samsung	QM75C	75" Pro 4K UHD Display	1	\$ 3,582.60	\$ 3,582.60
Peerless	DS-VW775	SmartMount Display Wall Mount	3	\$ 548.80	\$ 1,646.40
Samsung	VH55B-U	Narrow Bezel LCD Video Wall Display	4	\$ 2,182.60	\$ 8,730.40
Chief	LVS1U	ConnexSys Video Wall System	4	\$ 838.60	\$ 3,354.40
Barco	R9861632USB	Clickshare Speaker Bar w/ Camera	1	\$ 3,052.70	\$ 3,052.70
Symetrix	Radius NX	4x4 Digital Signal Processor	1	\$ 3,028.20	\$ 3,028.20
Symetrix	80-0119	Control Server	1	\$ 1,955.80	\$ 1,955.80
Symetrix	T-10	Touch Screen	1	\$ 2,308.60	\$ 2,308.60
Stewart Audio	MC850-LZ-D	8-Channel Amplifier	1	\$ 1,729.00	\$ 1,729.00
Klipsch	PIC800T-BW	8" Ceiling Speaker	2	\$ 315.00	\$ 630.00
GearIT	01N3NOPO	16 AWG / 2 CON Speaker Cable	1	\$ 138.58	\$ 138.58
Visionary	D5200	A/V Decoder	6	\$ 1,113.00	\$ 6,678.00
Visionary	DuetE-5	A/V Encoder, Cinema Quality	4	\$ 1,253.00	\$ 5,012.00
Visionary	GSM4248PX	POE Managed Switch	1	\$ 3,236.80	\$ 3,236.80
Equipment Freight:					\$ 3,976.07
Network Switch, HDMI Cables, Power Conditioning & Connectors:					\$ 4,900.00
SBS Labor, Programming, Manufacturer On-Site Support, Miscellaneous, Travel & Overhead:					\$ 12,728.65
<b>Total Price (tax excluded):</b>					<b>\$ 76,962.00</b>

*\*SBS is an approved Vendor for Southeast Texas Purchasing Coop Region 5 A/V Category# 20230702\**

**Please Note:**

- Any necessary CAT6 data drops, termination of data drops or network equipment needed for the A/V system to be provided by others.
- Any necessary electrical, conduit & boxes will need to be provided by others.
- Any TV boxes will need to be provided and set up by TV provider.



Proposal accepted by \_\_\_\_\_

Date: 6/18/24 P.O. # \_\_\_\_\_

ATTEST Rain Lewis

DATE June 18, 2024

**Attached with quotation please review the SBS include/exclude form as an integral part of this bid.**

**Special Instructions:** This quote is valid for **30 days** from the above date. After this date, please contact our office for a revised quotation.

**Terms:** 25% Down, 25% Upon Equipment Arrival, 40% Substantial, 10% Upon Completion. Interest as allowed by law will be accessed for all late payments. Master Card and Visa accepted.

For more information, please visit our web site at: <http://www.sbstx.net>

Sincerely,

**Brent Thornhill**


## INCLUDE, EXCLUDE DISCLAIMER

TAXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
INSURANCE	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
LABOR	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
TRANSPORTATION	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
FREIGHT	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
EQUIPMENT	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
DEMOLITION OF EQUIPMENT	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
WARRANTY	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A

SBS labor warranty is standard at 1 year

LIGHTNING WARRANTY	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
ABUSE AND MISUSE OF EQUIPMENT	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
ACTS OF GOD	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
PER DIEM	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
NORMAL HOURS	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
OVERTIME	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
CONDUIT	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
COND. SLEEVES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
CAULKING	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
BACKBOXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
STANDARD BACKBOXES	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
STUB UPS	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
WIRING	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input checked="" type="checkbox"/> N/A
PLENUM CABLE	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
MISC. HARDWARE	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A

<b>120VAC</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
<b>POWER COND.</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
<b>SCAFFOLDING</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
<b>LIFT DEVICES</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
<b>CADD DRAWINGS</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
<b>SUBMITTALS</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
	<b>QUANTITY INCLUDED:</b> _____		
<b>OWNER'S MANUAL</b>	<input checked="" type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A
	<b>QUANTITY INCLUDED:</b> _____		
<b>EXTRAS</b>	<input type="checkbox"/> INCLUDED	<input checked="" type="checkbox"/> EXCLUDED	<input type="checkbox"/> N/A

 <b>Thomson Reuters™</b>	<b>Order Form</b>  Contact your representative <a href="mailto:kristen.walter@thomsonreuters.com">kristen.walter@thomsonreuters.com</a> with any questions. Thank you.	<b>Order ID: Q-08223821</b>
---	--	-----------------------------

**Sold To Account Address**

Account #: 1000648456  
 JEFFERSON COUNTY AUDITORS  
 OFFICE  
 DISTRICT ATTY- ACCTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT TX 77701-3638 US

**Shipping Address**

Account #: 1000648456  
 JEFFERSON COUNTY AUDITORS  
 OFFICE  
 DISTRICT ATTY- ACCTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT TX 77701-3638 US

**Billing Address**

Account #: 1000648456  
 JEFFERSON COUNTY AUDITORS OFFICE  
 DISTRICT ATTY- ACCTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT, TX 77701-3638  
 US

"Customer"

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

**ProFlex Products**  
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,392.94	12

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-nl/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-08223821**

Signature of Authorized Representative for order

*Jeff Branick*

Printed Name

Title

*County Judge*

Date


*06/18/2024*

This Order Form will expire and will not be accepted after 6/25/2024.



ATTEST  
DATE

*Guin Lasa*  
*June 18, 2024*

 <b>Thomson Reuters™</b>	<b>Order Form</b>	<b>Order ID: Q-08223583</b>
Contact your representative <a href="mailto:kristen.walter@thomsonreuters.com">kristen.walter@thomsonreuters.com</a> with any questions. Thank you.		

**Sold To Account Address**

Account #: 1003186826  
 JEFFERSON COUNTY AUDITORS  
 OFFICE  
 ACCOUNTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT TX 77701-3638 US

**Shipping Address**

Account #: 1003186826  
 JEFFERSON COUNTY AUDITORS  
 OFFICE  
 ACCOUNTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT TX 77701-3638 US

**Billing Address**

Account #: 1003186826  
 JEFFERSON COUNTY AUDITORS OFFICE  
 ACCOUNTS PAYABLE  
 1149 PEARL ST FL 7  
 BEAUMONT, TX 77701-3638  
 US

“Customer”

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- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

**ProFlex Products**  
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,849.48	12

**Minimum Terms**

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.



**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

#### **Amended Terms and Conditions**

#### **Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-08223583

Signature of Authorized Representative for order

Jeff Branick

Printed Name

Title

County Judge

Date

06/18/2024

This Order Form will expire and will not be accepted after 6/25/2024.



ATTEST  
DATE

Louise Lewis  
June 18, 2024



Thomson Reuters™

# Attachment

# Order ID: Q-08223583

Contact your representative kristen.walter@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1003186826

This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name: West, Jamey

Email: jwest@co.jefferson.tx.us

**Deborah Clark****deb.clark@jeffcotx.us****eBilling Contact**

Contact Name Jamey West

Email jwest@co.jefferson.tx.us

**Deborah Clark****deb.clark@jeffcotx.us****Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY AUDITORS OFFICE	1149 PEARL ST FL 7 BEAUMONT TX 77701-3638 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
2	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

### Account Contacts

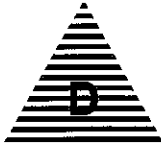
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
JAMEY	WEST	jamey.west@jeffcotx.us	EML PSWD CONTACT
JAMEY	WEST	jamey.west@jeffcotx.us	PATRON ACC TECH CONT

### IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
00.00.00.00	00.00.00.00				

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
40757481	West Proflex
42567002	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
42733145	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
42115626	GVT Pat Acc - Practical Law For Patron Access



# DANIELS

BUILDING & CONSTRUCTION, INC.

---

P.O. BOX 20878 - BEAUMONT, TEXAS 77720-0878 - PHONE (409) 838-3006 - FAX (409) 838-9006

April 29, 2024

Robert Grimm  
Jefferson County  
215 Franklin St.  
Beaumont, TX 77701  
(409) 651-0360  
Robert.Grimm@jeffcotx.us

Re: LVT flooring in Auditorium

Mr. Grimm,

Per your request, we are pleased to have been given the opportunity to give you a proposal on the above referenced project based on our walk through Dec 18, 2023, Jan 5, 2024, and meeting on January 22, 2024.

**Scope of work as follows:**

Demo existing carpet and cove base. Furnish and install Mohawk Living Local Premium Wood glue down LVT. Furnish and install Roppe 700 Series cove base in same area. Minimum floor prep is included. Step is included. Excludes kitchen area.

**TOTAL PROPOSAL AMOUNT: \$12,766.44**

The above pricing includes:

- Supervision as required
- Haul off debris

Pricing excludes:

- P&P Bonds
- Builder's Risk
- Sales Tax
- Testing or Abatement
- Overtime/weekend work
- Temporary utilities
- Removal or resetting of any furniture
- Any items not specifically listed in above scope of work or indicated on drawings.

Thank you for the opportunity to quote this work to you, if you have any questions please contact me. The above pricing is good for 30 days from date of quote.

Sincerely,

*Richard Wolny*

Richard Wolny, Project Manager  
**Daniels Building & Construction, Inc (JOC 20200905)**

ACCEPTED By:

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature



*6/18/2024*  
\_\_\_\_\_  
Date

ATTEST *[Handwritten Signature]*  
DATE June 18, 2024



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" in the "From:" field.

Date: June 18, 2024

Re: Disposal of Salvage Property – Computers and Equipment

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

## Jefferson County Surplus for Disposal



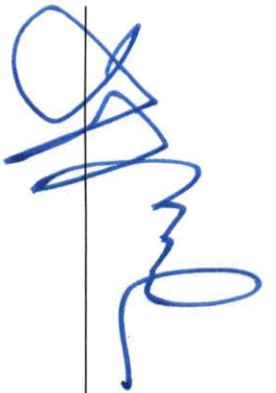
PERSONAL COMPUTERS	Description of Property	Serial #	Department Assigned	Asset #
Dell Optiplex 7010	6ZQ7N22		Health & Welfare I	74BT-35005
Dell Optiplex 7010	6ZR4N22		Health & Welfare I	74BT-35015
Dell Optiplex 7010	6ZR8N22		Health & Welfare I	74BT-35018
Dell Optiplex 7010	6ZSSN22		Health & Welfare I	74BT-35019
Dell Optiplex 7010	89ZSM02		172nd Court	36BT-34863
Dell Optiplex 7010	5163P22		Health & Welfare II	75PA-35036
Dell Optiplex 7010	5153P22		Health & Welfare II	75PA-35037
Dell Optiplex 7010	5162P22		Health & Welfare II	75PA-35038
Dell Optiplex 7010	5163P22		Health & Welfare II	75PA-35035
Dell Optiplex 7010	5171P22		Health & Welfare II	75PA-35040
Dell Optiplex 7010	5191P22		Health & Welfare II	75PA-35031
Dell Optiplex 7010	5192P22		Health & Welfare II	75PA-35026
Dell Optiplex 7010	6ZR5N22		Health & Welfare I	74BT-35008
Dell Optiplex 7010	6ZR3N22		Health & Welfare I	74BT-35011
Dell Optiplex 7010	6ZS3N22		Health & Welfare I	74BT-35017
Dell Optiplex 7010	C68CCY1		Sheriff's Office	59BT-34608
Dell Optiplex 7010	H1NL9Y1		District Clerk	31BT-34582
Gateway 6610D	4500427		District Clerk	31BT-32859
Dell Optiplex 7010	1KMMXV1		Jail Mid County	62BT-34337
Dell Optiplex 7010	1X5JFX1		Sheriff's Office Beaumont	59BT-34491
Dell Optiplex 7010	1KHFXV1		Auditing	13BT-34325
Dell Precision T3600	CHYBTW1		Jail Mid County	62BT-34453
Dell Optiplex 7020	21X5F42		Sheriff's Office	59BT-35276
Dell Optiplex 790	8XWCTR1		Sheriff's Office	59BT-34021
Dell Optiplex 7020	2RJPO22		Jail Mid County	62BT-35048
Dell Optiplex 755	94YRFG1		Jail Mid County	62BT-32935
Dell Optiplex 380	4GTKEQ1		Jail Mid County	62BT-33919
Dell Optiplex 380	4GFLFQ1		Jail Mid County	62BT-33880
Dell Poweredge R710	5TG66L1		MIS	25BT-33541
Dell Poweredge R320	F4KN182		MIS	25BT-35442
Dell Poweredge T410	5BRJXO1		County Clerk Elections	14VM-33983
Dell Optiplex 7010	B95HL02		County Clerk	14BT-34803
Dell Optiplex 7010	B95LL02		County Clerk	14BT-34802
Dell Optiplex 7010	CBMVSW1		Jail Mid County	62BT-34449
Dell Optiplex 7020	G2PRT52		Jail Mid County	62BT-35402
Dell Optiplex 780	7KC1PN1		Sheriff's Office Beaumont	59BT-33800
Dell Optiplex 7020	1MNXRS52		Jail Mid County	62BT-35343
Dell Optiplex 7010	1X8GFY1		Sheriff's Office Beaumont	59BT-34495
Dell Optiplex 5040	3JQ3GB2		Sheriff's Office Beaumont	59BT-35610
Dell Optiplex 5070	G2G9613		Sheriff's Office Beaumont	59BT-36640


Dell Optiplex 7020	1VWV942	District Attorney	30BT-35202
Dell Optiplex 7020	8GMGC42	District Attorney	30BT-35240
Dell Optiplex 7020	1VWV942	District Attorney	30BT-35206
Dell Optiplex 7020	GN0QDZ1	District Attorney	30BT-34703
Dell Optiplex 7020	GN1MD21	District Attorney	30BT-34704
Dell Optiplex 7020	8GMJC42	District Attorney	30BT-35238
Dell Optiplex 7020	8G1MC42	District Attorney	3BT-35231
<b>TABLET</b>			
Lenovo Tablet 2-64GB	PL2R988	Auditing	13BT-34813
Motion Tablet F5M	J7JFAG000013	MIS	25BT-36282
<b>LAPTOPS</b>			
Panasonic CF53	7A1SA94613	Sheriff's Office	59BT-35848
Dell Latitude 3590	JRV78T2	District Attorney	30BT-36409
Panasonic Toughbook	5HTSA20920	Constable PCT 6	79PA-35446
Panasonic CF53	7A1SA94630	Sheriff's Office	59BT-35853
Dell Latitude E6540	8YJDWZ1	District Attorney	30BT-34824
Dell Latitude E6540	D8NPN32	Sheriff's Office	59BT-35278
Dell Latitude E5540	D579H12	Emergency Management	80BT-34906
<b>MISCELLANEOUS</b>			
Alcatel OS6540	U3086330	MIS	25BT-35871
Alcatel OS6540	R5280667	MIS	25BT-35641
Alcatel OS6540	U0982770	MIS	25BT-35638
Alcatel OS6540	U3086391	MIS	25BT-36073
Alcatel OS6540	T4782235	MIS	25BT-35549
Alcatel OS6540	U3086415	MIS	25BT-35870
Alcatel OS6540	R5381245	MIS	25BT-35640
Alcatel OS6540	T4782189	MIS	25BT-35550
Fujitsu 5530		District Attorney	30BT-00981
Fujitsu 5530		District Attorney	30BT-32490
Fujitsu 5530		District Attorney	30BT-05409
<b>PRINTERS</b>			
HP LaserJet 2100M		Juvenile Probation MC	69BT-28273
Brother MFC-7220		Print Shop	30841

Other misc broken, unusable, untagged monitors, printers, scanners



Approved by Commissioners' Court



ATTEST   
DATE June 18, 2024

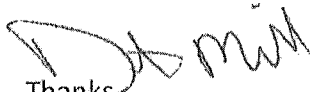
# memo

## Jefferson County Sheriff Office

To: Rebekah S. Patin  
From: Donta Miller  
CC: John Shauburger  
Date: 6/11/2024  
Re: Budget transfer request (Law Enforcement)

---

Please consider making a budget transfer to move \$30,466 from Dispatcher 120-3059-421-10-40 to Postage 120-3059-421-40-52. To cover the increase price of postage.

  
Thanks,

Chief Donta Miller

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

**JEFF R. BRANICK**  
County Judge

Homeowner Offer Letter

June 4, 2024

Peggy McClendon  
570 Bass Road  
Beaumont, Texas 77705

Re: Offer to Purchase  
570 Bass Road, Beaumont, Texas 77705

Dear Ms. Peggy McClendon

This letter and package pertain to your property, 570 Bass Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

<b>Purchase Price</b>	
<b>The Pre-Storm Fair Market Value of your property is:</b>	<b>\$136,800</b>
<b>As determined by:</b>	<b>Appraisal</b>
<b>Applicable Duplication of Benefits:</b>	<b>\$0</b>
<b>Total Offer Amount:</b>	<b>\$136,800.00</b>
<b>Moving Stipend</b>	<b>\$0</b>

<b>Total Assistance and/or Incentive Amount (up to):</b>	<b>\$35,000.00</b>
--	--------------------

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$136,800.00** you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00** as of **6/04/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$5,000.00 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 570 Bass Road, Beaumont, Texas 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

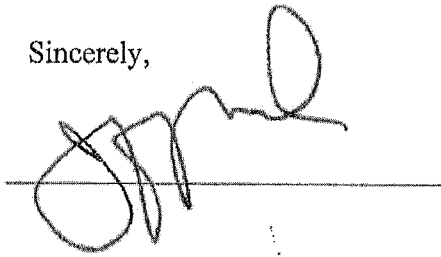
<b>Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives</b>		
	<b>Buyout Benefits</b>	Eligibility
Purchase Price	Pre-storm Fair Market Value.	\$136,800.00
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000.	\$5,000.00 (subject to GLO approval)
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
<b>Incentives</b>		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$35,000.00 If applicable
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$ 0000 (up to)
Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$ -0- If applicable
Total Housing Assistance and/or Incentive/s amount as of 06/04/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		<b>\$176,800.00</b>

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

A handwritten signature in black ink, appearing to read "Delores Chevis", is written over a horizontal line. The signature is stylized and cursive.

Jefferson County Community Development  
Block Grant Disaster Recovery-Voluntary  
Buyout Program


Determination of Assistance and Incentive(s) Payments

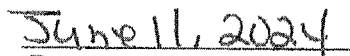
Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 60 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

  
Peggy McClendon

  
Date

\_\_\_\_\_

\_\_\_\_\_

Date

Date:

Re:CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Ms. Peggy McClendon

As a property owner at 570 Bass Road, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$136,800.00.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$0 has been identified. The value of the Structure (a) \$136,800.00, minus the DOB (b) \$0, plus the value of the Land (c) \$0 equals (d) \$136,800.00. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$ 136,800.00.

*(Note: The DOB is only adjusted against the appraised value of the structure. Therefore, when the DOB exceeds the appraised value for the structure, the final mitigation offer equals the appraised value for the land. e.g., The value of the Structure \$40,000 (a), minus the DOB \$60,000 (b), plus the value of the land \$15,000 (c) equals \$15,000 (d).*

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate & school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses. Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home.

Debra M. Clendon  
(Homeowner 1 Name)

Date June 11, 2024

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_  
(Homeowner 2 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 2 Signature)

*Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



## *Just Compensation Determination Statement*

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property at  
570 Bass Road, Beaumont, Texas 77705.

See exhibit A for the lot description.  
570 Bass Road, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: N/A

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 136,800.00 Jefferson County hereby offers the just compensation amount of

\$ 136,800.00 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$ 136,800.00 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:

Pre-Storm

(Insert methodology and formula used in calculating value.)

  
\_\_\_\_\_  
Name of elected official

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Exhibit A*

*Lot Description and Metes and Bounds*

Date: 3/4/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Peggy McClendon (Property Owner as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

**A. Relocation Assistance:**

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property;
4. Storage of personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the

fee. fee. at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

#### **B. Down Payment Assistance:**

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

#### **C. Buyout Incentives**

You are eligible for up to \$35,000 in additional assistance as a buyout incentive. The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with the necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for an additional buyout incentive.

fee.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply.)

  N/A   Relocation Assistance

  N/A   Down Payment Assistance

  PM   Buyout Incentives

       I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

  Dorothy McClouden    
(Homeowner 1 Name)

Date   June 16 2021  

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_  
(Homeowner 2 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 2 Signature)

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

11-07-2022



- 1. PARTIES: The parties to this contract are Peggy McClendon (Seller) and Jefferson County (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).
A. LAND: Lot TR 230 414 Block , Hillebrandt Heights UNREC Addition, City of Beaumont, County of Jefferson, Texas, known as 570 Bass Road 77705 (address/zip code), or as described on attached exhibit.
B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: personal belongings.
E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ 136,800.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
B. Sum of all financing described in the attached: [ ] Third Party Financing Addendum, [ ] Loan Assumption Addendum, [ ] Seller Financing Addendum \$
C. Sales Price (Sum of A and B) \$ 136,800.00
4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
[ ] A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
[ ] B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
[ ] C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
[ ] (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
[ ] (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within NA days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

TXR-1601

Initialed for identification by Buyer and Seller

TREC NO. 20-17

**5. EARNEST MONEY AND TERMINATION OPTION:**

**A. DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to NA (Escrow Agent) at \_\_\_\_\_ (address): \$ \_\_\_\_\_ as earnest money and \$ \_\_\_\_\_ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ \_\_\_\_\_ to Escrow Agent within \_\_\_\_\_ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

**B. TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

**C. FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

**D. FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

**E. TIME:** Time is of the essence for this paragraph and strict compliance with the time for performance is required.

**6. TITLE POLICY AND SURVEY:**

**A. TITLE POLICY:** Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

(i) will not be amended or deleted from the title policy; or

(ii) will be amended to read, "shortages in area" at the expense of  Buyer  Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

**B. COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

(Address of Property)

- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

## E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(Address of Property)

- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): Drainage District 6 Notice

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**  
(Check one box only)
- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within NA days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.
- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.



(Address of Property)

(Check one box only)

- (1) Buyer accepts the Property As Is.  
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ NA. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- 8. BROKERS AND SALES AGENTS:**
- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: NA
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
- 9. CLOSING:**
- A. The closing of the sale will be on or before August 15, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

**10. POSSESSION:**

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
  - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

- 11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Seller acknowledges that this transaction is part of the Jefferson County Voluntary Buy Out Program.

**12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
    - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
    - (b) Seller shall also pay an amount not to exceed \$ NA to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
  - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

- 13. PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

- will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: P.O.Box4025

To Seller at: 11015 Arbor Wood

Beaumont, Tx 77704

Beaumont, Tx 77713

Phone: \_\_\_\_\_

Phone: (409)749-0385

E-mail/Fax: \_\_\_\_\_

E-mail/Fax: pmcclen960@aol.com

E-mail/Fax: \_\_\_\_\_

E-mail/Fax: \_\_\_\_\_

With a copy to Buyer's agent at: \_\_\_\_\_

With a copy to Seller's agent at: \_\_\_\_\_

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- |   |  |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum   | <input type="checkbox"/> Seller's Temporary Residential Lease  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Short Sale Addendum   |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Loan Assumption Addendum   | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area  |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer   | <input type="checkbox"/> Addendum Regarding Residential Leases   |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input type="checkbox"/> Addendum Regarding Fixture Leases   |
| <input type="checkbox"/> Addendum for "Back-Up" Contract  | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment   |
| <input type="checkbox"/> Addendum for Coastal Area Property   | <input type="checkbox"/> Other (list): _____   |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing   |  |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal                       |  |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum       |  |

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Jefferson County

Seller Peggy McClendon

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-17. This form replaces TREC NO. 20-16.

**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

Dee Richard Real Estate 236504  
Other Broker Firm License No. Listing Broker Firm License No.

represents  Buyer only as Buyer's agent represents  Seller and Buyer as an intermediary  
 Seller as Listing Broker's subagent  Seller only as Seller's agent

Delores Dee Chevis 236504  
Associate's Name License No. Listing Associate's Name License No.

Team Name Team Name

deloresrichard21@yahoo.com (409)331-4544  
Associate's Email Address Phone Listing Associate's Email Address Phone

Delores Dee Chevis  
Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

2630 Laurel (409)839-4580  
Other Broker's Address Phone Listing Broker's Office Address Phone

Beaumont Tx 77702  
City State Zip City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee ( \_\_\_\_\_ ). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent NA \_\_\_\_\_ Date \_\_\_\_\_

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Jana Henry \_\_\_\_\_ jana.henry@stewarttitle.com \_\_\_\_\_  
Escrow Agent Received by Email Address Date  
Stewart Title \_\_\_\_\_  
3050 Dowlen Road \_\_\_\_\_ (409)860-8860 \_\_\_\_\_  
Address Phone  
Beaumont Tx 77706 \_\_\_\_\_  
City State Zip Fax

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_



APPROVED BY THE TEXAS REAL ESTATE COMMISSION  
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 570 Bass Road Beaumont  
 (Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS (check one box only):**

1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):**

1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date	Seller	Date
Jefferson County		Peggy McClendon	
Buyer	Date	Seller	Date
Other Broker	Date	Listing Broker	Date
Delores Richard			

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

**TREC No. OP-L**





APPROVED BY THE TEXAS REAL ESTATE COMMISSION  
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 570 Bass Road Beaumont  
 (Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS (check one box only):**

1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):**

1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date	Seller	Date
Jefferson County		Peggy McClendon	
Buyer	Date	Seller	Date
Other Broker	Date	Listing Broker	Date
Delores Richard			

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L

NOTICE TO PURCHASERS

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$.200039 cents on each \$100.00 of assessed valuation.

The total amount of bonds which has been approved by the voters and which have been or may at this date, be issued is None; and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or part from property taxes is \$0.00.

**THE DISTRICT DOES NOT IMPOSE A STANDBY FEE.**

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the property which you are acquiring is as follows: 570 Bass Rd,  
TR 2 30414 Hillebrandt Heights UNSEC, Beaumont,  
Jefferson County, TX 77705.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

**THE PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGES BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTH OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. THE PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.**

The undersigned purchaser(s) hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
DAWN DONUTS	43.50	518469	
CHAPMAN VENDING	157.70	518502	
			201.20**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
ENTERGY	478.46	518332	
M&D SUPPLY	656.21	518348	
ADVANCE AUTO PARTS	187.75	518450	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
			1,452.42**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
BEAUMONT TRACTOR COMPANY	382.79	518316	
ENTERGY	746.62	518332	
ACE IMAGEWEAR	19.92	518357	
S.E. TEXAS BUILDING SERVICE	520.00	518358	
AT&T	50.34	518370	
W. JEFFERSON COUNTY M.W.D.	29.93	518380	
BUMPER TO BUMPER	661.69	518422	
MARTIN MARIETTA MATERIALS	4,891.05	518468	
FUNCTION 4 LLC	31.00	518477	
GULF COAST	167.56	518490	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
WASHINGTON COUNTY TRACTOR, INC	2,721.01	518505	
DYNAMIC POWER SYSTEMS	246.68	518533	
			10,567.59**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
A&A EQUIPMENT	289.10	518303	
CITY OF PORT ARTHUR - WATER DEPT.	54.79	518322	
FARM & HOME SUPPLY	67.81	518329	
VULCAN MATERIALS CO.	97,460.32	518379	
W. JEFFERSON COUNTY M.W.D.	50.82	518380	
LOWE'S HOME CENTERS, INC.	136.32	518412	
INTERSTATE ALL BATTERY CENTER - BMT	285.90	518436	
SHOPPA'S FARM SUPPLY	90.67	518461	
FUNCTION 4 LLC	62.00	518477	
			98,497.73**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
SPIDLE & SPIDLE	4,387.78	518308	
COASTAL WELDING SUPPLY INC	133.32	518325	
ENTERGY	21.94	518332	
M&D SUPPLY	282.27	518348	
SANITARY SUPPLY, INC.	417.21	518355	
SOUTHEAST TEXAS WATER	128.20	518363	
W. JEFFERSON COUNTY M.W.D.	157.44	518380	
4IMPRINT, INC.	863.50	518411	
ON TIME TIRE	810.29	518447	
FUNCTION 4 LLC	52.00	518477	
O'REILLY AUTO PARTS	448.31	518485	
GULF COAST	278.10	518490	
NATIONAL PEN CO LLC	570.90	518491	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
MUNRO'S UNIFORM SERVICES, LLC	238.07	518513	
			8,888.33**
<b>ENGINEERING FUND</b>			
VERIZON WIRELESS	122.90	518403	
UNITED STATES POSTAL SERVICE	2.35	518405	
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	518497	
			462.25**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	1,985.17	518332	
W. JEFFERSON COUNTY M.W.D.	59.86	518380	
			2,045.03**
<b>GENERAL FUND</b>			
<b>TAX OFFICE</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	795.65	518346	
ACE IMAGEWEAR	42.84	518357	
SOUTHEAST TEXAS WATER	359.25	518361	
TERRY WUENSCHER	932.06	518382	
UNITED STATES POSTAL SERVICE	341.90	518405	
APPRAISAL & COLLECTION TECHNOLOGIES	1,999.00	518440	
MICHELLE FARNIE	851.11	518451	
FUNCTION 4 LLC	155.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	518497	
ODP BUSINESS SOLUTIONS, LLC	206.25	518511	6,079.06*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.28	518405	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	131.28*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	518364	
UNITED STATES POSTAL SERVICE	7.04	518405	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	518497	
ODP BUSINESS SOLUTIONS, LLC	243.16	518511	532.15*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	2,129.93	518383	
UNITED STATES POSTAL SERVICE	249.97	518405	
UNITED STATES POSTAL SERVICE	1,942.00	518406	
FUNCTION 4 LLC	467.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	518497	
AMAZON CAPITAL SERVICES	64.99	518518	5,262.89*
COUNTY JUDGE			
CHARLES ROJAS	500.00	518385	
UNITED STATES POSTAL SERVICE	23.36	518405	
ROCKY LAWDERMILK	2,250.00	518413	
HARVEY L WARREN III	1,650.00	518441	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
CARRIER LAW GROUP PC	500.00	518500	5,053.36*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	5.20	518405	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
ODP BUSINESS SOLUTIONS, LLC	135.85	518511	271.05*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	263.55	518405	
FUNCTION 4 LLC	62.00	518477	325.55*
PRINTING DEPARTMENT			
CINTAS CORPORATION	84.41	518471	
FUNCTION 4 LLC	2,490.61	518477	2,575.02*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	596.71	518328	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	726.71*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	518304	
JEFFERSON CTY. TAX DEPARTMENT	100.00	518342	
JEFFERSON CTY. APPRAISAL DISTRICT	269,086.40	518345	
CASH ADVANCE ACCOUNT	50.00	518346	

NAME	AMOUNT	CHECK NO.	TOTAL	
FIBERLIGHT LLC	1,998.75	518499	271,260.15*	
DATA PROCESSING				
CDW COMPUTER CENTERS, INC.	21,022.71	518383	21,625.57*	
SCOTT LEBLANC	339.02	518466		
FUNCTION 4 LLC	31.00	518477		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497		
AMAZON CAPITAL SERVICES	133.84	518518		
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE	425.89	518405	456.89*	
FUNCTION 4 LLC	31.00	518477		
ELECTIONS DEPARTMENT				
FUNCTION 4 LLC	31.00	518477	130.00*	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497		
DISTRICT ATTORNEY				
JEFFERSON CTY. BAR ASSOCIATION	105.00	518343	2,059.44*	
CASH ADVANCE ACCOUNT	50.00	518346		
KIRKSEY'S SPRINT PRINTING	25.95	518347		
TDCAA BOOK ORDERS	80.00	518375		
UNITED STATES POSTAL SERVICE	89.56	518405		
INTERSTATE ALL BATTERY CENTER - BMT	559.93	518436		
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	518464		
FUNCTION 4 LLC	155.00	518477		
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	518497		
ODP BUSINESS SOLUTIONS, LLC	460.99	518511		
AMAZON CAPITAL SERVICES	45.99	518518		
DISTRICT CLERK				
KIRKSEY'S SPRINT PRINTING	262.15	518347		1,726.93*
SOUTHEAST TEXAS WATER	28.75	518360		
UNITED STATES POSTAL SERVICE	462.56	518405		
FUNCTION 4 LLC	601.00	518477		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497		
MASTERWORD SERVICES, INC	115.51	518507		
ODP BUSINESS SOLUTIONS, LLC	157.96	518511		
CRIMINAL DISTRICT COURT				
KEVIN PAULA SEKALY PC	8,750.00	518356	26,572.28*	
JOHN D WEST	8,750.00	518386		
UNITED STATES POSTAL SERVICE	.64	518405		
LANGSTON ADAMS	8,750.00	518414		
ROBERT TRAPP	61.64	518457		
FUNCTION 4 LLC	62.00	518477		
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	518497		
58TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	.64	518405		130.64*
FUNCTION 4 LLC	31.00	518477		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497		
60TH DISTRICT COURT				
FUNCTION 4 LLC	31.00	518477	317.30*	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497		
CHAPMAN VENDING	187.30	518502		
136TH DISTRICT COURT				
FUNCTION 4 LLC	31.00	518477	31.00*	
172ND DISTRICT COURT				
FUNCTION 4 LLC	31.00	518477		

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	130.00*
252ND DISTRICT COURT			
TODD W LEBLANC	900.00	518305	4,821.17*
NATHAN REYNOLDS, JR.	900.00	518353	
UNITED STATES POSTAL SERVICE	27.03	518405	
ADA V. CHRISTY, CSR	1,067.00	518415	
JOEL WEBB VAZQUEZ	700.00	518421	
SUMMER TANNER	104.50	518424	
LAURIE PEROZZO	900.00	518438	
ROBERT TRAPP	61.64	518457	
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	421.30	518313	
ANITA F. PROVO	935.00	518351	
NATHAN REYNOLDS, JR.	539.00	518353	
SOUTHEAST TEXAS WATER	35.45	518366	
GERMER PLLC	3,250.50	518384	
CHARLES ROJAS	110.00	518385	
JOEL WEBB VAZQUEZ	220.00	518421	
KIMBERLY PHELAN, P.C.	1,100.00	518423	
TONYA CONNELL TOUPS	330.00	518429	
REAUD MORGAN & QUINN LLP	1,210.00	518434	
REALTIME REPORTING SERVICES INC.	927.40	518444	
PATRICIA VELASCO	85.00	518470	
JENNIFER DELAGE	165.00	518472	
FUNCTION 4 LLC	31.00	518477	
JULLIANA REYES	2,618.00	518484	
ALICIA K HALL PLLC	165.00	518493	
SHELANDER LAW OFFICE	440.00	518503	
JULIANNA NICKS	770.00	518532	
317TH DISTRICT COURT			
JACK LAWRENCE	325.00	518309	7,575.34*
CATHERINE BRUNEY	1,050.00	518338	
NATHAN REYNOLDS, JR.	374.00	518353	
KEVIN PAULA SEKALY PC	325.00	518356	
SOUTHEAST TEXAS WATER	45.70	518359	
CHARLES ROJAS	220.00	518385	
UNITED STATES POSTAL SERVICE	.64	518405	
GLEN M. CROCKER	330.00	518409	
DONEANE E. BECKCOM	440.00	518410	
LANGSTON ADAMS	765.00	518414	
JOEL WEBB VAZQUEZ	1,700.00	518421	
KIMBERLY PHELAN, P.C.	330.00	518423	
WILLIAM FORD DISHMAN	550.00	518454	
FUNCTION 4 LLC	31.00	518477	
JULLIANA REYES	440.00	518484	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
SHELANDER LAW OFFICE	550.00	518503	
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	60.32	518405	190.32*
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	56.56	518405	87.56*
FUNCTION 4 LLC	31.00	518477	
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	518477	31.00*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	260.00	518368	
UNITED STATES POSTAL SERVICE	38.13	518405	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	428.13*
JUSTICE COURT-PCT 7			
POSTMASTER	2,720.00	518350	2,720.00*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	130.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.84	518405	
SIERRA SPRING WATER CO. - BT	50.98	518407	
FUNCTION 4 LLC	31.00	518477	
BUDDIE J HAHN	380.02	518492	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
KELLEY BURNS	280.50	518515	845.34*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	250.00	518309	
DONALD BOUDREAUX	250.00	518318	
NATHAN REYNOLDS, JR.	300.00	518353	
UNITED STATES POSTAL SERVICE	38.88	518405	
LAURIE PEROZZO	250.00	518438	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
BENJAMIN ALAN JEFFERIES	400.00	518524	1,618.88*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	5.12	518405	
LAURIE PEROZZO	750.00	518438	
JARED GILTHORPE	800.00	518459	
FUNCTION 4 LLC	31.00	518477	
LAW OFFICES OF BREVIN JACKSON	250.00	518522	1,836.12*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.64	518405	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	130.64*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	23.92	518405	
FUNCTION 4 LLC	31.00	518477	54.92*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	518497	520.00*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	15,971.83	518330	
ENTERGY	980.82	518332	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	560.00	518341	
PUBLIC AGENCY TRAINING COUNCIL	595.00	518352	
CDW COMPUTER CENTERS, INC.	5,093.88	518383	
UNITED STATES POSTAL SERVICE	2,461.58	518405	
FIVE STAR FEED	563.00	518417	
INTERSTATE ALL BATTERY CENTER - BMT	1,157.94	518436	
COASTAL BUSINESS FORMS	1,249.50	518453	
24 HR SAFETY LLC	300.13	518458	
FUNCTION 4 LLC	310.00	518477	
BEARCOM / KAY ELECTRONICS	276.90	518489	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	518497	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	237.88	518511	
AMAZON CAPITAL SERVICES	24.50	518518	
LEGAL AND LIABILITY RISK MGMT INSTI	295.00	518526	
CRIME LABORATORY			30,572.96*
SOUTHEAST TEXAS WATER	79.90	518362	
THERMAL SCIENTIFIC, INC.	291.73	518376	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
JAIL - NO. 2			501.63*
BELL FENCE MFG. CO.	396.00	518317	
CITY OF BEAUMONT - WATER DEPT.	16.00	518320	
ECOLAB	7,476.04	518326	
HYDRO-CLEAN SERVICES, INC.	1,775.00	518339	
JACK BROOKS REGIONAL AIRPORT	3,336.88	518344	
M&D SUPPLY	4.26	518348	
AT&T	39.61	518372	
WORTH HYDROCHEM OF THE GULF COAST	390.00	518381	
LOWE'S HOME CENTERS, INC.	93.88	518412	
NORTH SHORE SUPPLY COMPANY	64.00	518419	
SOUTHEAST TEXAS STARTER	101.01	518430	
ATTABOY TERMITE & PEST CONTROL	1,570.00	518437	
WORLD FUEL SERVICES	5,733.49	518439	
24 HR SAFETY LLC	167.66	518458	
GALLS LLC	93.10	518465	
FUNCTION 4 LLC	217.00	518477	
FERGUSON ENTERPRISES INC	8,490.17	518478	
ADVANTAGE INTERESTS INC	990.00	518479	
MOORE-ALL TEX SUPPLY	226.02	518482	
LASALLE CORRECTIONS VI LLC	58,800.00	518486	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	518497	
I-CON SYSTEMS INC	1,060.12	518501	
ODP BUSINESS SOLUTIONS, LLC	869.66	518511	
JUVENILE PROBATION DEPT.			92,727.90*
UNITED STATES POSTAL SERVICE	9.02	518405	
ROXANA MITCHELL	156.78	518467	
FUNCTION 4 LLC	93.00	518477	
SHERONDA LEE	18.76	518481	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	518497	
NICOLE BONSALE	177.55	518519	
NAKIA FOBBS	75.04	518536	
JUVENILE DETENTION HOME			827.15*
HYDRO-CLEAN SERVICES, INC.	620.00	518339	
S.E. TEXAS BUILDING SERVICE	2,250.00	518358	
BEN E KEITH COMPANY	3,273.73	518420	
A1 FILTER SERVICE COMPANY	229.74	518445	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
FLOWERS BAKING COMPANY OF HOUSTON	103.02	518514	
BAK GLOBAL LLC	200.00	518520	
CONSTABLE PCT 1			6,806.49*
UNITED STATES POSTAL SERVICE	41.44	518405	
FUNCTION 4 LLC	31.00	518477	
CENTRAL POLICE SUPPLY, LTD	332.00	518483	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
CONSTABLE-PCT 4			503.44*
KIRKSEY'S SPRINT PRINTING	24.95	518347	
DISH NETWORK	87.42	518426	
FUNCTION 4 LLC	31.00	518477	
CONSTABLE-PCT 6			143.37*



NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.56	518405	
FUNCTION 4 LLC	31.00	518477	
ODP BUSINESS SOLUTIONS, LLC	98.18	518511	133.74*
CONSTABLE PCT. 7			
JIM'S FIREARMS & SHOOTERS SUPPLIES	468.00	518488	468.00*
CONSTABLE PCT. 8			
CASH ADVANCE ACCOUNT	162.00	518346	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	292.00*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	285.68	518346	
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	518497	527.68*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,800.00	518324	
ENTERGY	70.00	518335	
UNITED STATES POSTAL SERVICE	126.03	518405	
PROCTOR'S MORTUARY INC	900.00	518442	
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	518497	
EZEA D EDE MD	3,140.91	518498	
ODP BUSINESS SOLUTIONS, LLC	615.93	518511	6,912.87*
HEALTH AND WELFARE NO. 2			
ENTERGY	210.00	518336	
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	518497	
EZEA D EDE MD	3,140.91	518498	
LISA WASHINGTON	229.14	518517	3,840.05*
NURSE PRACTITIONER			
LESLIE RIGGS	150.00	518463	
FUNCTION 4 LLC	31.00	518477	
BAK GLOBAL LLC	100.00	518520	281.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	130.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	518401	150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	114.69	518310	
CITY OF BEAUMONT - LANDFILL	65.00	518314	
BILL CLARK BUGSPERTS	657.00	518323	
M&D SUPPLY	111.64	518348	
SANITARY SUPPLY, INC.	1,896.86	518355	
ACE IMAGEWEAR	228.41	518357	
S.E. TEXAS BUILDING SERVICE	24,342.17	518358	
SOUTHWEST BUILDING SYSTEMS	507.54	518367	
WORTH HYDROCHEM OF THE GULF COAST	290.00	518381	
THOMAS A/C SUPPLY INC	1,224.40	518399	
FIRETROL PROTECTION SYSTEMS, INC.	500.00	518435	
CINTAS CORPORATION	120.31	518471	
FUNCTION 4 LLC	31.00	518477	
FERGUSON ENTERPRISES INC	683.70	518478	
UNITED REFRIGERATION INC	61.11	518494	
PLUMBING SOLUTIONS	4,000.00	518504	34,833.83*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	5,543.83	518332	
M&D SUPPLY	202.47	518348	
S.E. TEXAS BUILDING SERVICE	5,000.00	518358	
BAKER DISTRIBUTING COMPANY	103.69	518418	
CAT5 RESOURCES LLC	332.50	518462	
FUNCTION 4 LLC	93.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
CHARTER COMMUNICATIONS	113.89	518508	
PARKER'S BUILDING SUPPLY	73.23	518516	
MAINTENANCE-MID COUNTY			11,561.61*
ENTERGY	2,263.64	518332	
S.E. TEXAS BUILDING SERVICE	3,249.99	518358	
W. JEFFERSON COUNTY M.W.D.	68.24	518380	
FUNCTION 4 LLC	31.00	518477	
SERVICE CENTER			5,612.87*
ACTION AUTO GLASS	402.04	518306	
SPIDLE & SPIDLE	3,948.05	518308	
HI-LINE	276.00	518337	
J.K. CHEVROLET CO.	10.50	518340	
THE MUFFLER SHOP	112.00	518349	
AT&T	98.87	518369	
CDW COMPUTER CENTERS, INC.	188.51	518383	
JEFFERSON CTY. TAX OFFICE	16.75	518387	
JEFFERSON CTY. TAX OFFICE	16.75	518388	
JEFFERSON CTY. TAX OFFICE	16.75	518389	
JEFFERSON CTY. TAX OFFICE	7.50	518390	
JEFFERSON CTY. TAX OFFICE	7.50	518391	
JEFFERSON CTY. TAX OFFICE	16.75	518392	
JEFFERSON CTY. TAX OFFICE	16.75	518393	
JEFFERSON CTY. TAX OFFICE	16.75	518394	
JEFFERSON CTY. TAX OFFICE	16.75	518395	
JEFFERSON CTY. TAX OFFICE	16.75	518396	
JEFFERSON CTY. TAX OFFICE	16.75	518397	
JEFFERSON CTY. TAX OFFICE	16.75	518398	
VOYAGER FLEET SYSTEM, INC.	28,506.75	518416	
BUMPER TO BUMPER	965.84	518422	
ROBERT'S TEXACO XPRESS LUBE	42.00	518433	
INDUSTRIAL & COMMERCIAL MECHANICAL	500.00	518448	
ADVANCE AUTO PARTS	807.18	518450	
CINTAS CORPORATION	88.11	518471	
FUNCTION 4 LLC	31.00	518477	
O'REILLY AUTO PARTS	240.00	518485	
VETERANS SERVICE			36,399.35*
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
ODP BUSINESS SOLUTIONS, LLC	280.62	518511	
MOSQUITO CONTROL FUND			441.62*
			613,406.90**
ENTERGY	509.21	518332	
ACE IMAGEWEAR	74.42	518357	
UNITED PARCEL SERVICE	26.10	518378	
ONSITE AVIONICS LLC	1,157.20	518460	
FUNCTION 4 LLC	31.00	518477	
O'REILLY AUTO PARTS	112.13	518485	
BREATH ALCOHOL TESTING			1,910.06**
ALDINGER COMPANY	196.00	518452	
FAMILY GROUP CONFERENCING			196.00**
FUNCTION 4 LLC	31.00	518477	
J.C. FAMILY TREATMENT			31.00**

PGM: GMCOMMV2	DATE		PAGE: 9
NAME	06-18-2024	AMOUNT	CHECK NO. TOTAL
CONNECTED PATH RECOVERY		280.00	518535 280.00**
LAW LIBRARY FUND			
FUNCTION 4 LLC		31.00	518477
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	518497 130.00**
SHSP/CCP2005/RURAL LAW EN			
BOB BARKER CO., INC.		675.00	518315
GT DISTRIBUTORS, INC.		4,290.65	518330 4,965.65**
EMPG GRANT			
SOUTHEAST TEXAS WATER		10.20	518365
VERIZON WIRELESS		78.73	518401
FUNCTION 4 LLC		31.00	518477
FUNCTION 4 LLC - WELLS FARGO FINANC		275.00	518497 394.93**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS		65.40	518402
NISHA AMIN		1,245.00	518431 1,310.40**
GRANT A STATE AID			
MEL BROWN AND ASSOCIATES		2,755.00	518427 2,755.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE		86.75	518405
FUNCTION 4 LLC		62.00	518477
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	518497
CHARTER COMMUNICATIONS		128.75	518509 376.50**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC		31.00	518477
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	518497 130.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC		31.00	518477
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	518497 130.00**
LAW OFFICER TRAINING GRT			
ODP BUSINESS SOLUTIONS, LLC		196.97	518511 196.97**
COUNTY CLERK - RECORD MGT			
KOFILE TECHNOLOGIES INC		525.84	518446 525.84**
REGIONAL COMM. SAVNS			
APPRISS INSIGHTS, LLC		7,571.32	518506 7,571.32**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.		253.37	518321
M&D SUPPLY		14.15	518348
AT&T		107.11	518374
ULINE SHIPPING SUPPLY SPECIALI		376.03	518377
UNITED STATES POSTAL SERVICE		139.55	518405
GRINNELL COMPUTERS		385.00	518473
FUNCTION 4 LLC		31.00	518477
CHAPMAN VENDING		112.04	518502
MUNRO'S UNIFORM SERVICES, LLC		140.58	518513
PELLA PRODUCTS OF HOUSTON		1,936.46	518528 3,495.29**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES		2,401.71	518312 2,401.71**
DISTRICT CLK RECORDS MGMT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	62.00	518477	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	518497	
GLO DISASTER GRANT HOME			260.00**
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	2,000.00	518456	
SOUTEX SURVEYORS & ENGINEERS	2,650.00	518521	
AIRPORT FUND			4,650.00**
TRIANGLE LOCKSMITH	310.00	518307	
BEAUMONT TRACTOR COMPANY	24.96	518316	
BRACKETT AIRCRAFT CO., INC.	426.45	518319	
EASTEX RUBBER & GASKET	25.94	518327	
W.W. GRAINGER, INC.	256.64	518331	
ENTERGY	13,336.96	518334	
RITTER @ HOME	530.38	518354	
SANITARY SUPPLY, INC.	199.19	518355	
AT&T	408.46	518371	
UNITED STATES POSTAL SERVICE	.64	518405	
LOWE'S HOME CENTERS, INC.	166.30	518412	
DIRECT ENTERTAINMENT	200.00	518425	
RUTTY & MORRIS LLC	104.50	518428	
INDUSTRIAL & COMMERCIAL MECHANICAL	10,572.00	518448	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,005.02	518449	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	47.31	518455	
FUNCTION 4 LLC	62.00	518477	
TITAN AVIATION FUELS	141,355.36	518487	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	518497	
MUNRO'S UNIFORM SERVICES, LLC	87.70	518513	
AIRPORT IMPROVE. GRANTS			169,218.81**
GARVER LLC	22,440.00	518443	
SE TX EMP. BENEFIT POOL			22,440.00**
EXPRESS SCRIPTS INC	114,990.76	518480	
ROCKSTAR ACQUISITIONS CORP	46,428.00	518527	
SECURIAN LIFE INSURANCE COMPANY	21,112.83	518529	
SECURIAN LIFE INSURANCE COMPANY	7,652.40	518530	
MADISON NATIONAL LIFE INSURANCE COM	7,979.17	518531	
SETEC FUND			198,163.16**
INDUSTRIAL & COMMERCIAL MECHANICAL	344.00	518448	
LANGUAGE ACCESS FUND			344.00**
RUBEN ZAPATA	100.00	518523	
ARPA CORONAVIRUS RECOVERY			100.00**
LEGACY COMMUNITY DEVELOPMENT CORP	790,514.80	518512	
SOUTEX SURVEYORS & ENGINEERS	10,000.00	518521	
FAMILY SERVICES OF SOUTHEAST TX INC	239,962.67	518525	
GUARDIANSHIP FEE			1,040,477.47**
WELLS PEYTON & PARTAIN, LLP	500.00	518311	
APPELLATE JUDICIAL SYSTEM			500.00**
9TH COURT OF APPEALS	2,268.50	518432	
MARINE DIVISION			2,268.50**
ENTERGY	724.59	518332	
AT&T	116.50	518373	
SIERRA SPRING WATER CO. - BT	152.40	518408	
SHERIFF - COMMISSARY			993.49**

NAME	AMOUNT	CHECK NO.	TOTAL
KEYWARDEN SYSTEMS PARTNERS LLP	10,392.00	518534	10,392.00**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	518400	114.39**
			2,212,243.94***

Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8442  
Fax (409) 835-8628  
eddie.arnold@jeffcotx.us

**EDDIE ARNOLD**  
Jefferson County  
Commissioner Pct. #1

**MEMORANDUM**

**TO:** Fran Lee, Auditing  
**FROM:** Lori Fountain Pct. #1 Road and Bridge  
**DATE:** 06/13/2024  
**RE:** Funds Transfer

Transfer from Acct. #	120-9999-415-9999	Contingency		\$ 47,000.
Transfer to Acct. #	111-0109-431.60-14	Capital-Buildings & Structures	\$ 47,000.	

This transfer request is to cover the purchase and installation of an above ground fuel storage tank. See attached estimate.

Please put this on the agenda for next commissioner's court.

Thank you.  
Lori



715 Chamberlin Drive

Beaumont, Tx 77707

(409) 842 - 9301

TCEQ Contractor ID: CR0000076 [www.pumptex.com](http://www.pumptex.com)

Louisiana Contractor # 76068

TCEQ A/B License # US0002135

LDEQ IRC License # 94763

Robert Stelly [rstelly@pumptex.com](mailto:rstelly@pumptex.com) 337-488-6997 / Jay Ruth [jruth@pumptex.com](mailto:jruth@pumptex.com) 409-658-1858

**Quote Date:** 6/13/23 Quote # 162869

Customer: Jefferson County Precinct 1

Attn: Commissioner Arnold

20205 W. Hwy 90 China, TX 77613

Bill To: Jefferson County Auditor's Office

Attn: Deborah

1001 Pearl St, 3<sup>rd</sup> Floor

Beaumont, TX 77701

**RE: Fuel Installation**

Mr. Arnold,

Thank you for allowing PumpTex to quote on your petroleum equipment needs and look forward to working with you on this project.

**PROPOSAL**

PumpTex will provide labor, equipment, and materials for the following scope of work.

1. Supply and Install 3,000 Gallon Flameshield fuel tank split 2,000 / 1,000 for Gasoline and Diesel.
2. **Flameshield tank carries a 30 year limited warranty through STI (Steel Tank Institute) and the validation paperwork will be filled out and sent to them once tank is installed. Jefferson county will get a copy of the warranty card as well.**
3. Supply crane to off load tank and set on newly built tank pad. (Tank Pad by Owner)
4. Supply and install all top of tank hardware, anti-siphon valves, overfill valves, product piping, vents.
5. Furnish and install (2) clock gauges with over fill alarms, this will allow personal to view fuel levels in tank without need to stick tank
6. Supply and Install (2) Pressure regulator valves under each fuel pump
7. Supply and Install (2) 18" tall pump stands to set fuel pumps on to elevate the pumps to be able to pipe in the product lines and pressure regulator valves.
8. Install (2) owner supplied Gasboy suction pumps and set on pump stands and pipe in product lines from the tanks.
9. Install (1) owner supplied Petrovend PV200 fuel management system.

10. Decal fuel tank with proper decals ex: FLAMMABLE, COMBUSTIBLE, NO SMOKING, DIESEL, GASOLINE, 1993, 1203, etc.
11. Set owner supplied PV200 fuel management system.
12. Purge and calibrate fuel pumps and check for proper operation and no leaks.
13. Verify system functionality, clean up and mobilize off site.
14. All labor, materials, freight, etc., are included in this proposal.
15. **PumpTex, Inc., will provide a 1 year workmanship warranty beginning when the initial project is complete.**

**Total Price: \$ 45,245.89**

**Forty-five thousand two hundred forty-five dollars and 89/100.**

**Payment Terms: NET Due within ten days of completion**

#### **EXCLUSIONS**

- TAXES ARE NOT INCLUDED IN THIS PROPOSAL
- NO CONCRETE OR BOLLARDS ARE INCLUDED IN THIS PROPOSAL
- PUMPTEX WILL FURNISH SKETCH DRAWING OF TANK PAD LAYOUT FOR CUSTOMERS CONCRETE CONTRACTOR TO WORK WITH
- ELECTRICAL IS NOT INCLUDED IN THIS PROPOSAL, PUMPTEX WILL ASSIST CUSTOMERS ELECTRICIAN WITH FUEL CIRCUITS LAYOUT AND TERMINATION OF EQUIPMENT
- QUOTE VALID FOR 20 DAYS
- PERMITS ARE NOT INCLUDED IN THIS PROPOSAL

#### **OPTION #1**

**ADD: \$11,569.72** to base price for PumpTex to supply and Install (1) Omnitec Proteus tank monitor system with the following:

- Proteus-K Controller w/7" Capacitive Touch Screen
- 4 probe channels, up to 16 sensors, RS232 Port, Ethernet Port
- Magnetostrictive Rigid Steel Probe with (1) Thermistor
- Gasoline Float Kit
- Diesel Float Kit



- BX Series Non-Product Distinguishing Leak Sensor w/12' Cable
  - Factory Programing
  - 500' Spools of 2 conductor cable for probes
  - 1000' Spool of 4 conductor cable for sensor
- EXCLUSION: Electrical Excluded PumpTex will terminate equipment

Again, thank you for allowing PumpTex to quote on your petroleum equipment needs and if you have any questions please give me a call.

Sincerely,

Robert Stelly / Jay Ruth  
PumpTex, Inc.  
337-488-6997 / 409-658-1858

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



**Approvals:**

This project follows Galveston District's Standard Operating Procedure for Project Management Plan Approval. Primary uses of the PMP are to facilitate communication among participants, assign responsibilities, define assumptions, and document decisions to establish baseline plans for scope, cost, schedule and quality objectives against which performance can be measured, and to adjust these plans if needed. Each activity will focus its efforts and influence to meet the project objectives, fulfill user and customer needs, and to meet U.S. Army quality, safety, and reliability expectations with minimal changes and within approved schedule and budget. Changes to the PMP must be coordinated with the undersigned or their designated representatives. Signature of this PMP does not financially obligate the U.S. Government, the Non-Federal Sponsors, or any of their sub-parties who are participants through inter-local agreements.

**USACE Galveston District**

Digitally signed by  
WILLIAMS.BYRON.D.1230820569  
Date: 2024.06.04 13:23:59 -05'00'

MR BYRON WILLIAMS  
Deputy District Engineer

**Non-Federal Sponsor**

MR JEFF R. BRANICK  
Judge  
Jefferson County

**ShakharM**

Digitally signed by ShakharM  
Date: 2024.06.04 12:33:37  
-05'00'

Shakhar Misir  
Project Manager

ATTEST

DATE June 18, 2024





**Endorsement by Galveston District Office Chiefs:**

My assigned project staff and I have reviewed this PMP developed by the PDT, endorse it, and recommend its approval.

THOMAS.ROBERT.CHARLES.III | Digitally signed by  
THOMAS.ROBERT.CHARLES.III.1062686924  
.1062686924 | Date: 2024.05.20 09:14:48 -05'00'

Chief, Engineering and Construction

CHAPMAN.SHAMEKIA.M.1290 | Digitally signed by  
CHAPMAN.SHAMEKIA.M.1290320719  
320719 | Date: 2024.04.25 13:09:57 -05'00'

Chief, Contracting

NELSON.TIMOTHY.J.1230 | Digitally signed by  
NELSON.TIMOTHY.J.1230372922  
372922 | Date: 2024.04.24 11:14:01 -05'00'

Chief, Real Estate

HARPER.BRIAN.K.1229502693 | Digitally signed by  
HARPER.BRIAN.K.1229502693  
Date: 2024.05.31 16:26:34 -05'00'

Director, Regional Planning and Environmental Center

FRABOTTA.CHRIS.10110026 | Digitally signed by  
FRABOTTA.CHRIS.1011002656  
56 | Date: 2024.04.23 08:34:06 -05'00'

Chief, Operations Division

ZETTERSTROM.ERIN.K | Digitally signed by  
ZETTERSTROM.ERIN.K.ATHLEEN.101776481 | Date: 2024.06.04 12:13:40 -05'00'

for Alex Petty

Chief, Office of Counsel

**RE: Jefferson Co. ER PMP for Sponsor Support.**

Misir, Shakhar D CIV USARMY CESWG (USA) <shakhar.d.misir@usace.army.mil>

Wed 6/5/2024 11:19 AM

To: Fred Jackson <Fred.Jackson@jefcctx.us>; Tim Richardson <trpr51@gmail.com>; Jeff Branick <Jeff.Branick@jefcctx.us>  
Cc: Waldron, Charlotte R CIV USARMY CESWG (USA) <Charlotte.R.Waldron@usace.army.mil>; Weber, Andrew R CIV USARMY CESWG (USA)  
<Andrew.R.Weber@usace.army.mil>

Caution! This message was sent from outside your organization.

Block sender

Good morning Gentlemen,

The Project Management Plan can be signed without creating any funding obligation. It should have been shared earlier for signature. Staff turnover, reviews and signature at every level here caused delays.

To the request on funding, the following is shared from the current public facing Congressional Factsheet:

The total Federal dollars estimated to be \$51,574,000;

The total Non-Federal dollars estimated to be \$27,771,000

There is no amount recorded for FY25 Presidents Budget.

However, we do show a capability (usually translate into a workplan based on stipulations) of \$15M that can be used in FY25.

FY25 construction capability is possible since the first design package will be ready by Sep 2024 bringing to end the Design phase for which an agreement was executed 21 March 2022. The next phase is construction for which a Project Partnership Agreement (PPA) will need to be executed before construction starts.

The matching non-federal share for FY25 construction phase will be approximately \$8.08M.

Announcing a capability at the district level is no guarantee of receiving funds. The only thing we can do at the district level is be poised and ready to execute in event funds arrive for this new start construction.

Let me know if there are questions.

Thanks

Shakhar

---

From: Fred Jackson <Fred.Jackson@jefcctx.us>

Sent: Wednesday, June 5, 2024 9:33 AM

To: Tim Richardson <trpr51@gmail.com>; Jeff Branick <Jeff.Branick@jefcctx.us>

**Cc:** Misir, Shakhar D CIV USARMY CESWG (USA) <shakhar.d.misir@usace.army.mil>  
**Subject:** [Non-DoD Source] Fw: Jefferson Co. ER PMP for Sponsor Support.

All, as I understand, Tim Richardson has visited with the GLO and Shakhar regarding receiving funding for the County to pay the non-federal partner share. I can ask the Judge to execute the document to proceed on with the understanding that, if we do not receive funding from the GLO or any other source, we will not be able to execute a new JCER. Shakhar, remind me of the estimate for the non-federal share required for the next phase. Thanks,

---

**From:** Misir, Shakhar D CIV USARMY CESWG (USA) <shakhar.d.misir@usace.army.mil>  
**Sent:** Tuesday, June 4, 2024 1:46 PM  
**To:** Fred Jackson <Fred.Jackson@jeffcotx.us>  
**Subject:** Jefferson Co. ER PMP for Sponsor Support.

Good afternoon Fred,  
The attached is our Jefferson Co Ecosystem Restoration Project Management Plan along with signature sheet. It took a bit to finally get to you because of the iterative refinements as we move through receiving all supervisors, branches and divisions chief signatures.

We'll appreciate Mr Branick's support or his delegated Officer on the attached signature sheet; or if he has comments, please share.

Thanks  
Shakhar

STATE OF TEXAS

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)  
)

INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2023, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 14<sup>th</sup> day of MAY, 2024.

[Signature]  
Jeff R. Brunick  
Jefferson County Judge

[Signature]  
Don Albanese  
Mayor, City of Nederland



ATTEST [Signature]

DATE 5/14/2024



STATE OF TEXAS

)  
)  
)

INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of <sup>Port Neches</sup> ~~Groves~~ and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of <sup>Port Neches</sup> ~~Groves~~ shall furnish Precinct 2 with materials needed in exchange for the labor and equipment including 4,000 gallons of CSR-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The City of <sup>Port Neches</sup> ~~Groves~~ does hereby agree to coordinate, order and purchase all materials needed to provide services.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any disputed regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 14 day of May, 2024.

[Signature]  
Jeff R. Branick  
Jefferson County Judge



[Signature]  
Glenn Johnson, Mayor  
Mayor, City of Port Neches

ATTEST [Signature]  
DATE 5/14/2024

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
3535 CALDER AVENUE, SUITE 300  
BEAUMONT, TEXAS 77706  
PHONE: (409) 833-9182  
FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 11, 2024

**Via Email**

Jefferson Co. Commissioners Court  
c/o Hon. Jeff Branick, County Judge  
Jefferson County Courthouse  
1001 Pearl St.  
Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3 – Fiscal Year 2022-23 Audit Report  
B&O File No. 86971.

Dear Judge Branick and County Commissioners,

Enclosed please find a copy of Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2023, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**



By: \_\_\_\_\_  
Joshua C. Heinz

JCH/jcr  
Enclosure

cc: **Via Email**  
Mr. Fred Jackson  
Board of Commissioners, JCESD No. 3  
District Administrator, JCESD No. 3



JEFFERSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 3

ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED SEPTEMBER 30, 2023

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 Annual Financial Report  
 For The Year Ended SEPTEMBER 30, 2023

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2023 at a meeting of the Board of Commissioners held on the 10th day of June, 2024.



Board President  
Vice President, Brandon Rose



Board Secretary, Rich Courville

*INTRODUCTORY SECTION*

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**

**JEFFERSON COUNTY, TEXAS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

**Board of Commissioners**

Doug Saunders  
Brandon Rose  
Rich Courville  
Mike Doguet  
Bryan Phelps

President  
Vice President  
Secretary  
Treasurer  
Assistant Secretary  
*Treasurer*

**Command Staff**

Jody Herrera

Fire Chief

*FINANCIAL SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

### INDEPENDENT AUDITOR'S REPORT

June 6, 2024

To the Board of Directors  
Jefferson County Emergency Services District #3

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Jefferson County Emergency District # 3 (the "District") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of September 30, 2023, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-9 and 24 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance



on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*J. R. Edwards & Associates, LLC*

Beaumont, TX

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

### FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,231,157 at September 30, 2023.
- During the year, the District's revenues were \$34,548 more than the \$414,511 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of \$377,407. All is for unrestricted use by the District.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

**Government-Wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

## OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

**Notes to the Financial Statements.** The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

**Required Supplementary Information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,231,157 at September 30, 2023. (See Table I)

**Table I**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Net Position**

	September 30, 2023	September 30, 2022
Current and Other Assets	\$ 417,346	\$ 362,663
Capital Assets	1,135,894	1,221,360
Total Assets	1,553,240	1,584,023
Long-term Liabilities	238,658	311,636
Other Liabilities	83,425	75,778
Total Liabilities	322,083	387,414
Net Assets:		
Invested in Capital Assets Net of Related Debt	822,898	837,564
Unrestricted	408,259	359,045
Total Net Position	\$ 1,231,157	\$ 1,196,609

\$822,898 of the District's net position represents investments in capital assets net of related debt. The \$408,259 of unrestricted net position represents resources available to fund the programs of the District next year.

**Changes in net position.** The Districts total revenues were \$449,059. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than ten percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$414,511. The net position of the District for the current year increased \$34,548 (see Table II on page 7 of this report).

**GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued**

Key elements of the governmental activities of the District are reflected in the following table.

**TABLE II**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Changes in Net Position**

	September 30, 2023	September 30, 2022
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	398,810	371,847
Grants & Private Contribution	34,997	17,660
Miscellaneous	15,252	7,882
Total Revenue	<u>449,059</u>	<u>397,389</u>
Expenses:		
General government	51,570	47,544
Fire and emergency services	362,941	327,548
Total Expenses Governmental Activities	<u>414,511</u>	<u>375,092</u>
Increase (Decrease) in Net Assets	34,548	22,297
Net Position - October 1 (Beginning)	1,196,609	1,174,312
Net Position - September 30 (Ending)	<u>\$ 1,231,157</u>	<u>\$ 1,196,609</u>

**GOVERNMENTAL ACTIVITIES**

- Property tax rates were set at \$.081241 per \$100 valuation for M&O. The rate for 2023-2024 is set at \$.086427 per \$100 of taxable valuation for M&O.

**FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

There were few budget amendments for the 2022-2023 year and all were approved by the Commissioners.

**CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY**

**Capital Assets.** At September 30, 2023 the District had \$1.1 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Capital Assets**  
**Governmental Activities**

	September 30, 2023	September 30, 2022
Buildings and Improvements	\$ 406,171	\$ 406,171
Emergency equipment and vehicles	1,630,733	1,572,867
Land	209,413	209,413
Construction in Process	-	28,933
Totals	<u>2,246,317</u>	<u>2,217,384</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(123,212)	(109,590)
Emergency equipment and vehicles	(987,211)	(886,434)
Total Accumulated Depreciation	<u>(1,110,423)</u>	<u>(996,024)</u>
Net Capital Assets	<u>\$ 1,135,894</u>	<u>\$ 1,221,360</u>

**Long-Term Debt.** At year-end, the District had \$312,996 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Outstanding Debt**

	September 30, 2023	September 30, 2022
Governmental activities:		
Current Portion	\$ 74,338	\$ 72,160
Note Payable	238,658	311,636
Total	<u>\$ 312,996</u>	<u>\$ 383,796</u>

**ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES**

- Appraised value used for 2023-2024 budget preparation remained similar to the current year.
- The amount of taxes levied for the 2023-2024 fiscal year are budgeted slightly higher and expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

*BASIC FINANCIAL STATEMENTS*



## STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Primary Government
	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 373,091
Taxes receivable - net of allowance	33,479
Prepays	10,776
Capital assets:	
Buildings, property, and equipment, net	926,481
Land	209,413
Construction in process	-
Total Assets	<u>1,553,240</u>
<b>LIABILITIES</b>	
Accounts payable	9,087
Non-current liabilities:	
Due within one year	74,338
Due in more than one year	238,658
Total Liabilities	<u>322,083</u>
<b>NET POSITION</b>	
Net investment in capital assets	822,898
Unrestricted	408,259
Total Net Position	<u>\$ 1,231,157</u>

The accompanying notes are an integral part of this financial statement.

## STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 51,570	\$ -	\$ -	\$ (51,570)
Fire and emergency services	362,941	-	-	(362,941)
Total governmental activities	414,511	-	-	(414,511)
Total Primary Government	\$ 414,511	\$ -	\$ -	\$ (414,511)
				398,810
				34,997
				15,252
				449,059
				34,548
				1,196,609
				\$ 1,231,157

The accompanying notes are an integral part of this financial statement.

BALANCE SHEET - GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Total Governmental Funds
	<u>General Fund</u>
<b>ASSETS:</b>	
Cash and cash equivalents	\$ 373,091
Property taxes receivable (net of allowances for doubtful accounts)	33,479
Prepaid items	<u>10,776</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 417,346</u></b>
<b>LIABILITIES AND FUND BALANCES:</b>	
<b>LIABILITIES:</b>	
Accounts payable	<u>\$ 9,087</u>
<b>TOTAL LIABILITIES</b>	<u>9,087</u>
<b>DEFERRED INFLOWS OF RESOURCES:</b>	
Unavailable revenue - property tax	<u>30,852</u>
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<u>30,852</u>
<b>FUND BALANCES:</b>	
Unassigned Fund Balance	<u>377,407</u>
Total fund balances	<u>377,407</u>
<b>TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE</b>	<b><u>\$ 417,346</u></b>

The accompanying notes are an integral part of this financial statement.

---

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO  
THE STATEMENT OF NET POSITION  
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 377,407
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,135,894
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(312,996)
Recognition of deferred revenue as revenue increases net position.	<u>30,852</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 1,231,157</u></u>

The accompanying notes are an integral part of this financial statement.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCES - GOVERNMENTAL FUNDS  
 FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Total Governmental Funds
	<u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 395,986
Other miscellaneous	50,249
Total revenue	<u>446,235</u>
EXPENDITURES:	
Current:	
General government	51,570
Fire and emergency services	248,540
Capital outlay	28,933
Total expenditures	<u>329,043</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>117,192</u>
OTHER FINANCING SOURCES (USES)	
Issuance of debt	-
Principal payments on loan	(70,801)
Total other financing sources and uses	<u>(70,801)</u>
NET CHANGE IN FUND BALANCES	46,391
FUND BALANCES - BEGINNING	<u>331,016</u>
FUND BALANCES - ENDING	<u>\$ 377,407</u>

The accompanying notes are an integral part of this financial statement.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds (Exhibit D)		\$ 46,391
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.</p>		
	Capital Outlay	\$ 28,933
	Depreciation	<u>(114,399)</u>
		(85,466)
<p>The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.</p>		
		70,801
<p>Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.</p>		
		<u>2,822</u>
Change in net position of governmental activities (Exhibit B)		<u><u>\$ 34,548</u></u>

The accompanying notes are an integral part of this financial statement.

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

**A. Reporting Entity**

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

**B. Government-wide Financial Statements**

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

**C. Fund Financial Statements**

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

**E. Budgetary Data**

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30<sup>th</sup>, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).



**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**F. Cash and Investments**

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

**G. Property Taxes Receivable**

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

**H. Receivables**

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

**I. Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**J. Capital Assets**

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

**L. Fund Equity**

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

**N. Date of Management's Review**

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 6, 2024, the date that the financial statements were available to be issued.

**NOTE 2: CASH AND INVESTMENTS**

At year-end, the District's carrying amount of deposits was \$372,691 and the bank balance was \$373,107. At September 30, 2023 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, \$250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

**NOTE 3: PROPERTY TAXES**

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2023 was \$.081241 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2023 was \$510,816,002. Property taxes receivable for 202 are \$55,798 net of allowance for doubtful accounts of \$22,319.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

**NOTE 4: CAPITAL ASSETS**

Capital asset activity for the governmental activities for the year ended September 30, 2023 was as follows:

Governmental Activities	Beginning	Current Year		Ending
	Balance	Increases	Decreases	Balance
Capital assets being depreciated:				
Buildings	\$ 406,171	\$ -	\$ -	\$ 406,171
Fire equipment and vehicles	1,572,867	57,866	-	1,630,733
Total capital assets being depreciated:	1,979,038	57,866	-	2,036,904
Less accumulated depreciation:				
Buildings	(109,590)	-	(13,622)	(123,212)
Fire equipment and vehicles	(886,434)	-	(100,777)	(987,211)
Total accumulated depreciation	(996,024)	-	(114,399)	(1,110,423)
Total capital assets being depreciated, net	983,014	57,866	(114,399)	926,481
Capital assets not being depreciated:				
Land	209,413	-	-	209,413
Construction in Process	28,933	28,933	57,866	-
Governmental activities capital assets, net	\$ 1,192,427	\$ 86,799	\$ (114,399)	\$ 1,135,894

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 114,399
Total Depreciation Expense - Governmental Activities	\$ 114,399

**NOTE 5: SHORT TERM DEBT**

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Stellar Bank. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2023.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

**NOTE 6: LONG TERM DEBT**

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2023, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2017	250,000	2027	\$29,882	3.38%	111,795
2021	337,769	2027	\$53,847	3.38%	201,201
					<u>\$ 312,996</u>

Interest on the 2017 loan shall be computed at a fixed rate of 3.38% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate.

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2024	74,338	9,391	83,729
2025	76,580	7,148	83,728
2026	78,892	4,836	83,728
2027	83,186	2,454	85,640
Total	<u>\$ 312,996</u>	<u>\$ 23,829</u>	<u>\$ 336,825</u>

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities: Loan payable	383,797	-	70,801	312,996	74,338
Governmental activities Long-Term Liabilities	<u>\$ 383,797</u>	<u>\$ -</u>	<u>\$ 70,801</u>	<u>\$ 312,996</u>	<u>\$ 74,338</u>

**NOTE 7: OTHER INFORMATION**

**A. Interlocal Agreement**

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 2) of Orange County, Texas for the exchange of dispatch services. ESD No. 2 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 2 and subject to all rules and regulations regarding ESD No. 2 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 2 \$15,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

**B. Risk Management**

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

**C. Contingent Liabilities**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

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## *REQUIRED SUPPLEMENTARY INFORMATION*

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.



SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL - GENERAL FUND  
 FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Property taxes, penalties and interest	\$ 400,000	\$ 400,000	\$ 395,986	\$ (4,014)
Other miscellaneous	27,600	27,600	50,249	22,649
Total revenue	<u>427,600</u>	<u>427,600</u>	<u>446,235</u>	<u>18,635</u>
<b>EXPENDITURES</b>				
Current:				
General government	71,598	76,748	51,570	25,178
Fire and emergency services	278,905	273,755	248,540	25,215
Capital Outlay	25,000	29,000	28,933	67
Debt Service:				
Issuance costs	-	-	-	-
Total expenditures	<u>375,503</u>	<u>379,503</u>	<u>329,043</u>	<u>50,460</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>52,097</u>	<u>48,097</u>	<u>117,192</u>	<u>69,095</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Principal Payments on loan	(72,097)	(72,097)	(70,801)	1,296
Issuance of debt	-	-	-	-
Total other financing sources and uses	<u>(72,097)</u>	<u>(72,097)</u>	<u>(70,801)</u>	<u>1,296</u>
NET CHANGE IN FUND BALANCES	(20,000)	(24,000)	46,391	70,391
FUND BALANCES AT BEGINNING OF YEAR	<u>331,016</u>	<u>331,016</u>	<u>331,016</u>	<u>-</u>
FUND BALANCE AT END OF YEAR	<u>\$ 311,016</u>	<u>\$ 307,016</u>	<u>\$ 377,407</u>	<u>\$ 70,391</u>

The accompanying notes are an integral part of this financial statement.

*COMPLIANCE SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

June 6, 2024

### REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners  
Jefferson County Emergency Services District No. 3  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities, and the aggregate remaining fund information of Jefferson County Emergency Services District #3 (the District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 6, 2024.

#### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sincerely,

*J.R. EDWARDS & ASSOCIATES, LLC*